E-FILED
Rachel Dombrowski, Clerk
Appellate Court of Maryland
1/20/2025 12:05 AM

RECORD EXTRACT OF APPELLANT(s)

IN THE
APPELLATE COURT
OF MARYLAND

September Term 2024,
No. 1502

JUSTIN HOLDER, *et al.*,

Appellant(s)

V.

FREDERIC FREDERICK

Appellee(s)

Appeal from the Circuit Court of Washington County
The Honorable William Nickolas

RECORD EXTRACT

Volume II

JUSTIN HOLDER, *et al.*,
APPELLANT(s)

E-SERVED Washington Circuit Court 12/4/2024 11:47 AM System SystemEnvelope:19048882
E-FILED; Washington Circuit Court
Docket: 12/4/2024 11:47 AM; Submission: 12/4/2024 11:47 AM
Envelope: 19048882

Appeal Index

Justin Holder vs. Benjamin Estes, et al.

C-21-CV-23-000036

Document	Date	Volume	Page
Case Summary	12/04/2024	1	Page 1 - Page 41
Complaint / Petition	01/21/2023	1	Page 42 - Page 75
Case Information Report Filed	01/21/2023	1	Page 76 - Page 78
Summons Issued (Service Event)	01/23/2023	1	Page 79 - Page 80
Summons Issued (Service Event)	01/23/2023	1	Page 81 - Page 82
Summons Issued (Service Event)	01/23/2023	1	Page 83 - Page 84
Summons Issued (Service Event)	01/23/2023	1	Page 85 - Page 86
Summons Issued (Service Event)	01/23/2023	1	Page 87 - Page 88
Summons Issued (Service Event)	01/23/2023	1	Page 89 - Page 90
Summons Issued (Service Event)	01/23/2023	1	Page 91 - Page 92
Writ /Summons/Pleading - Electronic Service	01/23/2023	1	Page 93 - Page 94
Writ /Summons/Pleading - Electronic Service	01/23/2023	1	Page 95 - Page 96
Writ /Summons/Pleading - Electronic Service	01/23/2023	1	Page 97 - Page 98

Writ /Summons/Pleading - Electronic Service	01/23/2023	1	Page 99 - Page 100
Writ /Summons/Pleading - Electronic Service	01/23/2023	1	Page 101 - Page 102
Writ /Summons/Pleading - Electronic Service	01/23/2023	1	Page 103 - Page 104
Writ /Summons/Pleading - Electronic Service	01/23/2023	1	Page 105 - Page 106
Return of Service - Served	01/30/2023	1	Page 107 - Page 108
Return of Service - Served	01/30/2023	1	Page 109 - Page 110
Motion	02/08/2023	1	Page 111 - Page 135
Opposition	02/08/2023	1	Page 136 - Page 142
Motion	02/23/2023	1	Page 143 - Page 167
Opposition	02/23/2023	1	Page 168 - Page 169
Proposed Order / Decree	02/27/2023	1	Page 170 - Page 170
WACC-FPV-025 NOTICE OF HEARING TRIAL	03/01/2023	1	Page 171 - Page 171
WACC-FPV-025 NOTICE OF HEARING TRIAL	03/01/2023	1	Page 172 - Page 172
WACC-FPV-025 NOTICE OF HEARING TRIAL	03/01/2023	1	Page 173 - Page 173

WACC-FPV-025 NOTICE OF HEARING TRIAL	03/01/2023	1	Page 174 - Page 174
WACC-FPV-025 NOTICE OF HEARING TRIAL	03/01/2023	1	Page 175 - Page 175
WACC-FPV-025 NOTICE OF HEARING TRIAL	03/01/2023	1	Page 176 - Page 176
WACC-FPV-025 NOTICE OF HEARING TRIAL	03/01/2023	1	Page 177 - Page 177
WACC-FPV-025 NOTICE OF HEARING TRIAL	03/01/2023	1	Page 178 - Page 178
WACC-FPV-025 NOTICE OF HEARING TRIAL	03/01/2023	1	Page 179 - Page 179
Return of Service - Served	03/10/2023	1	Page 180 - Page 181
Return of Service - Served	03/10/2023	1	Page 182 - Page 183
Motion for Summary Judgment	03/11/2023	1	Page 184 - Page 195
Supporting Exhibit	03/11/2023	1	Page 196 - Page 256
Supporting Exhibit	03/11/2023	2	Page 257 - Page 308
Certificate Regarding Discovery	03/12/2023	2	Page 309 - Page 310
Motion / Request - To Stay	03/12/2023	2	Page 311 - Page 316
Supporting Exhibit	03/12/2023	2	Page 317 - Page 319

Proposed Order / Decree	03/12/2023	2	Page 320 - Page 321
Motion	03/12/2023	2	Page 322 - Page 328
Supporting Exhibit	03/12/2023	2	Page 329 - Page 331
Proposed Order / Decree	03/12/2023	2	Page 332 - Page 333
Opposition	03/13/2023	2	Page 334 - Page 338
Supporting Exhibit	03/13/2023	2	Page 339 - Page 340
Supporting Exhibit	03/13/2023	2	Page 341 - Page 342
Supporting Exhibit	03/13/2023	2	Page 343 - Page 350
Supporting Exhibit	03/13/2023	2	Page 351 - Page 368
Supporting Exhibit	03/13/2023	2	Page 369 - Page 389
Motion - Shorten Time	03/13/2023	2	Page 390 - Page 393
Proposed Order / Decree	03/13/2023	2	Page 394 - Page 395
Opposition	03/13/2023	2	Page 396 - Page 398
Affidavit - Service	03/15/2023	2	Page 399 - Page 399
Motion for Summary Judgment	03/20/2023	2	Page 400 - Page 409
Supporting Exhibit	03/20/2023	2	Page 410 - Page 411
Supporting Exhibit	03/20/2023	2	Page 412 - Page

			416
Supporting Exhibit	03/20/2023	2	Page 417 - Page 418
Supporting Exhibit	03/20/2023	2	Page 419 - Page 420
Supporting Exhibit	03/20/2023	2	Page 421 - Page 430
Supporting Exhibit	03/20/2023	2	Page 431 - Page 431
Supporting Exhibit	03/20/2023	2	Page 432 - Page 432
Writ /Summons/Pleading - Electronic Service	03/24/2023	2	Page 433 - Page 434
Certificate Regarding Discovery	03/25/2023	2	Page 435 - Page 436
Writ /Summons/Pleading - Electronic Service	03/27/2023	2	Page 437 - Page 438
Writ /Summons/Pleading - Electronic Service	03/27/2023	2	Page 439 - Page 440
Proposed Order / Decree	03/30/2023	2	Page 441 - Page 441
Proposed Order / Decree	03/30/2023	2	Page 442 - Page 442
Motion	04/05/2023	2	Page 443 - Page 466
Proposed Order / Decree	04/05/2023	2	Page 467 - Page 467
Supporting Exhibit	04/05/2023	2	Page 468 - Page 479
Supporting Exhibit	04/05/2023	2	Page 480 - Page 482

Supporting Exhibit	04/05/2023	2	Page 483 - Page 490
Supporting Exhibit	04/05/2023	2	Page 491 - Page 491
Supporting Exhibit	04/05/2023	2	Page 492 - Page 500
Supporting Exhibit	04/05/2023	2	Page 501 - Page 501
Proposed Order / Decree	04/10/2023	2	Page 502 - Page 502
Motion / Request - To Dismiss	04/10/2023	2	Page 503 - Page 506
Memorandum	04/10/2023	2	Page 507 - Page 517
Proposed Order / Decree	04/10/2023	2	Page 518 - Page 518
Case Information Report Filed	04/10/2023	2	Page 519 - Page 521
Opposition	04/13/2023	2	Page 522 - Page 526
Supporting Exhibit	04/13/2023	2	Page 527 - Page 528
Opposition	04/15/2023	2	Page 529 - Page 538
Supporting Exhibit	04/15/2023	2	Page 539 - Page 551
Attorney Appearance - $10 Fee	04/24/2023	2	Page 552 - Page 553
Supporting Exhibit	04/24/2023	2	Page 554 - Page 554
Notice of Objection Filed	04/24/2023	2	Page 555 - Page 556
Opposition	04/24/2023	3	Page 557 - Page

			562
Hearing Sheet	04/25/2023	3	Page 563 - Page 563
Order	04/26/2023	3	Page 564 - Page 566
Writ /Summons/Pleading - Electronic Service	04/26/2023	3	Page 567 - Page 569
Request to Re-Issue	04/26/2023	3	Page 570 - Page 570
Summons Issued (Service Event)	04/27/2023	3	Page 571 - Page 572
Summons Issued (Service Event)	04/27/2023	3	Page 573 - Page 574
Writ /Summons/Pleading - Electronic Service	04/27/2023	3	Page 575 - Page 576
Writ /Summons/Pleading - Electronic Service	04/27/2023	3	Page 577 - Page 578
Attorney Appearance - $10 Fee	04/27/2023	3	Page 579 - Page 580
Complaint - Amended	05/05/2023	3	Page 581 - Page 626
Supporting Document	05/05/2023	3	Page 627 - Page 685
Request to Issue	05/10/2023	3	Page 686 - Page 686
Case Information Report Filed	05/10/2023	3	Page 687 - Page 689
Summons Issued (Service Event)	05/11/2023	3	Page 690 - Page 691
Writ /Summons/Pleading -	05/11/2023	3	Page 692 - Page 693

Electronic Service			
Affidavit - Service	05/22/2023	3	Page 694 - Page 695
Motion	05/22/2023	3	Page 696 - Page 714
Proposed Order / Decree	05/22/2023	3	Page 715 - Page 715
Supporting Exhibit	05/22/2023	3	Page 716 - Page 727
Supporting Exhibit	05/22/2023	3	Page 728 - Page 730
Supporting Exhibit	05/22/2023	3	Page 731 - Page 738
Supporting Exhibit	05/22/2023	3	Page 739 - Page 739
Supporting Exhibit	05/22/2023	3	Page 740 - Page 748
Supporting Exhibit	05/22/2023	3	Page 749 - Page 749
Motion / Request - To Dismiss	05/22/2023	3	Page 750 - Page 784
Proposed Order / Decree	05/23/2023	3	Page 785 - Page 785
Returned/Undeliverable Mail	05/24/2023	3	Page 786 - Page 790
Supporting Exhibit	05/24/2023	3	Page 791 - Page 796
Supporting Exhibit	05/24/2023	3	Page 797 - Page 799
Supporting Exhibit	05/24/2023	3	Page 800 - Page 802
Supporting Exhibit	05/24/2023	3	Page 803 - Page 804

Supporting Exhibit	05/24/2023	3	Page 805 - Page 807
Motion for Summary Judgment	05/24/2023	3	Page 808 - Page 817
Motion/Request for Protective Order	05/26/2023	3	Page 818 - Page 823
Proposed Order / Decree	05/26/2023	3	Page 824 - Page 824
Supporting Exhibit	05/26/2023	4	Page 825 - Page 896
Motion - Shorten Time	05/29/2023	4	Page 897 - Page 902
Proposed Order / Decree	05/29/2023	4	Page 903 - Page 903
Proposed Order / Decree	05/29/2023	4	Page 904 - Page 904
Motion / Request - To Stay	05/31/2023	4	Page 905 - Page 907
Proposed Order / Decree	05/31/2023	4	Page 908 - Page 908
Writ /Summons/Pleading - Electronic Service	05/31/2023	4	Page 909 - Page 909
Writ /Summons/Pleading - Electronic Service	05/31/2023	4	Page 910 - Page 910
Opposition	06/06/2023	4	Page 911 - Page 922
Supporting Exhibit	06/06/2023	4	Page 923 - Page 940
Supporting Exhibit	06/06/2023	4	Page 941 - Page 948
Supporting Exhibit	06/06/2023	4	Page 949 - Page 949

Supporting Exhibit	06/06/2023	4	Page 950 - Page 950
Supporting Exhibit	06/06/2023	4	Page 951 - Page 963
Opposition	06/06/2023	4	Page 964 - Page 968
Opposition	06/07/2023	4	Page 969 - Page 984
Proposed Order / Decree	06/07/2023	4	Page 985 - Page 985
Supporting Exhibit	06/07/2023	4	Page 986 - Page 994
Supporting Exhibit	06/07/2023	4	Page 995 - Page 997
Supporting Exhibit	06/07/2023	4	Page 998 - Page 1014
Supporting Exhibit	06/07/2023	4	Page 1015 - Page 1026
Supporting Exhibit	06/07/2023	4	Page 1027 - Page 1028
Supporting Exhibit	06/07/2023	4	Page 1029 - Page 1041
Supporting Exhibit	06/07/2023	4	Page 1042 - Page 1044
Supporting Exhibit	06/07/2023	4	Page 1045 - Page 1045
Supporting Exhibit	06/07/2023	4	Page 1046 - Page 1074
Supporting Exhibit	06/07/2023	4	Page 1075 - Page 1075
Supporting Exhibit	06/07/2023	4	Page 1076 - Page 1078
Supporting Exhibit	06/07/2023	4	Page 1079 - Page

			1079
Supporting Exhibit	06/07/2023	4	Page 1080 - Page 1094
Supporting Exhibit	06/07/2023	4	Page 1095 - Page 1107
Supporting Exhibit	06/07/2023	4	Page 1108 - Page 1122
Supporting Exhibit	06/07/2023	5	Page 1123 - Page 1138
Answer to Motion	06/07/2023	5	Page 1139 - Page 1163
Reply to Opposition	06/08/2023	5	Page 1164 - Page 1167
Supporting Exhibit	06/08/2023	5	Page 1168 - Page 1169
Reply to Opposition	06/08/2023	5	Page 1170 - Page 1175
Supporting Exhibit	06/08/2023	5	Page 1176 - Page 1189
Supporting Exhibit	06/08/2023	5	Page 1190 - Page 1190
Proposed Order / Decree	06/08/2023	5	Page 1191 - Page 1191
Motion	06/09/2023	5	Page 1192 - Page 1194
Proposed Order / Decree	06/09/2023	5	Page 1195 - Page 1195
Motion for Ex Parte	06/11/2023	5	Page 1196 - Page 1200
Supporting Exhibit	06/11/2023	5	Page 1201 - Page 1201
Supporting Exhibit	06/11/2023	5	Page 1202 - Page 1202

Supporting Exhibit	06/11/2023	5	Page 1203 - Page 1205
Proposed Order / Decree	06/11/2023	5	Page 1206 - Page 1206
Opposition	06/12/2023	5	Page 1207 - Page 1210
Opposition	06/12/2023	5	Page 1211 - Page 1212
Supporting Exhibit	06/12/2023	5	Page 1213 - Page 1215
Line	06/12/2023	5	Page 1216 - Page 1217
Response/Reply	06/13/2023	5	Page 1218 - Page 1223
Supporting Exhibit	06/13/2023	5	Page 1224 - Page 1226
Supporting Exhibit	06/13/2023	5	Page 1227 - Page 1228
Supporting Exhibit	06/13/2023	5	Page 1229 - Page 1233
Response/Reply	06/13/2023	5	Page 1234 - Page 1238
Supporting Exhibit	06/13/2023	5	Page 1239 - Page 1263
Writ /Summons/Pleading - Electronic Service	06/14/2023	5	Page 1264 - Page 1264
Writ /Summons/Pleading - Electronic Service	06/14/2023	5	Page 1265 - Page 1265
Writ /Summons/Pleading - Electronic Service	06/14/2023	5	Page 1266 - Page 1266
Writ	06/14/2023	5	Page 1267 - Page

/Summons/Pleading - Electronic Service			1267
Writ /Summons/Pleading - Electronic Service	06/14/2023	5	Page 1268 - Page 1268
Attorney Appearance - No Fee	06/14/2023	5	Page 1269 - Page 1270
Returned/Undeliverable Mail	06/14/2023	5	Page 1271 - Page 1273
Motion	06/20/2023	5	Page 1274 - Page 1276
Memorandum	06/20/2023	5	Page 1277 - Page 1298
Proposed Order / Decree	06/20/2023	5	Page 1299 - Page 1299
Proposed Order / Decree	06/22/2023	5	Page 1300 - Page 1301
Motion to Alter / Amend Judgment	06/22/2023	5	Page 1302 - Page 1310
Proposed Order / Decree	06/23/2023	5	Page 1311 - Page 1311
Writ /Summons/Pleading - Electronic Service	06/26/2023	5	Page 1312 - Page 1313
Motion to Alter / Amend Judgment	06/26/2023	5	Page 1314 - Page 1319
Supporting Exhibit	06/26/2023	5	Page 1320 - Page 1321
Proposed Order / Decree	06/27/2023	5	Page 1322 - Page 1322
Attorney Appearance - $10 Fee	06/28/2023	5	Page 1323 - Page 1323
Motion to Alter / Amend Judgment	06/28/2023	5	Page 1324 - Page 1327

Proposed Order / Decree	06/28/2023	5	Page 1328 - Page 1328
Attorney Appearance - $10 Fee	06/29/2023	5	Page 1329 - Page 1329
Returned/Undeliverable Mail	07/03/2023	5	Page 1330 - Page 1334
Motion to Alter / Amend Judgment	07/06/2023	5	Page 1335 - Page 1338
Proposed Order / Decree	07/06/2023	5	Page 1339 - Page 1339
Returned/Undeliverable Mail	07/07/2023	5	Page 1340 - Page 1343
Returned/Undeliverable Mail	07/11/2023	5	Page 1344 - Page 1347
WACC-FPV-025 NOTICE OF HEARING TRIAL	07/13/2023	5	Page 1348 - Page 1348
WACC-FPV-025 NOTICE OF HEARING TRIAL	07/13/2023	5	Page 1349 - Page 1349
WACC-FPV-025 NOTICE OF HEARING TRIAL	07/13/2023	5	Page 1350 - Page 1350
WACC-FPV-025 NOTICE OF HEARING TRIAL	07/13/2023	5	Page 1351 - Page 1351
WACC-FPV-025 NOTICE OF HEARING TRIAL	07/13/2023	5	Page 1352 - Page 1352
WACC-FPV-025 NOTICE OF HEARING TRIAL	07/13/2023	5	Page 1353 - Page 1353
WACC-FPV-025 NOTICE OF HEARING TRIAL	07/13/2023	5	Page 1354 - Page 1354

Writ /Summons/Pleading - Electronic Service	07/13/2023	5	Page 1355 - Page 1355
Motion for Appropriate Relief	07/27/2023	5	Page 1356 - Page 1359
Proposed Order / Decree	07/27/2023	5	Page 1360 - Page 1360
Motion to Alter / Amend Judgment	07/27/2023	5	Page 1361 - Page 1363
Proposed Order / Decree	07/27/2023	5	Page 1364 - Page 1364
Motion / Request - To Continue / Postpone	07/27/2023	5	Page 1365 - Page 1366
Proposed Order / Decree	07/27/2023	5	Page 1367 - Page 1367
Sheriffs Return	08/11/2023	5	Page 1368 - Page 1368
Motion - Quash Subpoena	08/18/2023	5	Page 1369 - Page 1373
Proposed Order / Decree	08/18/2023	5	Page 1374 - Page 1374
Supporting Exhibit	08/18/2023	5	Page 1375 - Page 1403
Supporting Exhibit	08/18/2023	6	Page 1404 - Page 1432
Supporting Exhibit	08/18/2023	6	Page 1433 - Page 1434
Supporting Exhibit	08/18/2023	6	Page 1435 - Page 1436
Supporting Exhibit	08/18/2023	6	Page 1437 - Page 1438
Writ /Summons/Pleading - Electronic Service	08/21/2023	6	Page 1439 - Page 1439

Writ /Summons/Pleading - Electronic Service	08/21/2023	6	Page 1440 - Page 1440
Motion - Quash Subpoena	08/21/2023	6	Page 1441 - Page 1452
Proposed Order / Decree	08/21/2023	6	Page 1453 - Page 1453
Supporting Exhibit	08/21/2023	6	Page 1454 - Page 1475
Supporting Exhibit	08/21/2023	6	Page 1476 - Page 1482
Supporting Exhibit	08/21/2023	6	Page 1483 - Page 1483
Motion - Quash Subpoena	08/28/2023	6	Page 1484 - Page 1492
Proposed Order / Decree	08/28/2023	6	Page 1493 - Page 1494
Supporting Exhibit	08/28/2023	6	Page 1495 - Page 1515
Supporting Exhibit	08/28/2023	6	Page 1516 - Page 1535
Miscellaneous Document	08/29/2023	6	Page 1536 - Page 1547
Supporting Exhibit	08/29/2023	6	Page 1548 - Page 1555
Supporting Exhibit	08/29/2023	6	Page 1556 - Page 1564
Opposition	08/29/2023	6	Page 1565 - Page 1570
Supporting Exhibit	08/29/2023	6	Page 1571 - Page 1583
Supporting Exhibit	08/29/2023	6	Page 1584 - Page 1587

Supporting Exhibit	08/29/2023	6	Page 1588 - Page 1605
Supporting Exhibit	08/29/2023	6	Page 1606 - Page 1609
Supporting Exhibit	08/29/2023	6	Page 1610 - Page 1613
Supporting Exhibit	08/29/2023	6	Page 1614 - Page 1614
Supporting Exhibit	08/29/2023	6	Page 1615 - Page 1615
Opposition	08/29/2023	6	Page 1616 - Page 1621
Supporting Exhibit	08/29/2023	6	Page 1622 - Page 1634
Supporting Exhibit	08/29/2023	6	Page 1635 - Page 1637
Supporting Exhibit	08/29/2023	6	Page 1638 - Page 1639
Supporting Exhibit	08/29/2023	6	Page 1640 - Page 1642
Supporting Exhibit	08/29/2023	6	Page 1643 - Page 1646
Supporting Exhibit	08/29/2023	6	Page 1647 - Page 1647
Supporting Exhibit	08/29/2023	6	Page 1648 - Page 1648
Line	08/29/2023	6	Page 1649 - Page 1651
Supporting Exhibit	08/29/2023	6	Page 1652 - Page 1654
Supporting Exhibit	08/29/2023	6	Page 1655 - Page 1656
Supporting Exhibit	08/29/2023	6	Page 1657 - Page

			1671
Supporting Exhibit	08/29/2023	6	Page 1672 - Page 1672
Line	09/05/2023	6	Page 1673 - Page 1675
Supporting Exhibit	09/05/2023	6	Page 1676 - Page 1676
Supporting Exhibit	09/05/2023	6	Page 1677 - Page 1677
Supporting Exhibit	09/05/2023	6	Page 1678 - Page 1700
Supporting Exhibit	09/05/2023	7	Page 1701 - Page 1713
Writ /Summons/Pleading - Electronic Service	09/06/2023	7	Page 1714 - Page 1714
Reply to Opposition	09/06/2023	7	Page 1715 - Page 1719
Reply to Opposition	09/06/2023	7	Page 1720 - Page 1729
Supporting Exhibit	09/06/2023	7	Page 1730 - Page 1731
Supporting Exhibit	09/06/2023	7	Page 1732 - Page 1733
Supporting Exhibit	09/06/2023	7	Page 1734 - Page 1735
Supporting Exhibit	09/06/2023	7	Page 1736 - Page 1737
Supporting Exhibit	09/06/2023	7	Page 1738 - Page 1740
Response/Reply	09/06/2023	7	Page 1741 - Page 1743
Line	09/11/2023	7	Page 1744 - Page

			1745
Supporting Exhibit	09/11/2023	7	Page 1746 - Page 1757
Writ /Summons/Pleading - Electronic Service	09/14/2023	7	Page 1758 - Page 1758
Returned/Undeliverable Mail	09/15/2023	7	Page 1759 - Page 1761
Writ /Summons/Pleading - Electronic Service	09/18/2023	7	Page 1762 - Page 1763
Line	09/21/2023	7	Page 1764 - Page 1765
Returned/Undeliverable Mail	09/27/2023	7	Page 1766 - Page 1770
Memorandum	09/28/2023	7	Page 1771 - Page 1775
Hearing Sheet	09/28/2023	7	Page 1776 - Page 1776
Line	09/28/2023	7	Page 1777 - Page 1778
Proposed Order / Decree	09/28/2023	7	Page 1779 - Page 1779
Request to Re-Issue	09/28/2023	7	Page 1780 - Page 1780
Summons Issued (Service Event)	09/29/2023	7	Page 1781 - Page 1782
Writ /Summons/Pleading - Electronic Service	09/29/2023	7	Page 1783 - Page 1784
Writ /Summons/Pleading - Electronic Service	10/02/2023	7	Page 1785 - Page 1785
Opposition	10/04/2023	7	Page 1786 - Page

			1794
Complaint - Amended	10/05/2023	7	Page 1795 - Page 1869
Supporting Exhibit	10/05/2023	7	Page 1870 - Page 1945
Motion / Request - To Dismiss	10/13/2023	7	Page 1946 - Page 1949
Supporting Exhibit	10/13/2023	7	Page 1950 - Page 1967
Proposed Order / Decree	10/13/2023	7	Page 1968 - Page 1968
Motion / Request - To Dismiss	10/13/2023	7	Page 1969 - Page 1976
Proposed Order / Decree	10/13/2023	7	Page 1977 - Page 1977
Supporting Exhibit	10/13/2023	7	Page 1978 - Page 1986
Opposition	10/13/2023	7	Page 1987 - Page 1989
Opposition	10/13/2023	7	Page 1990 - Page 1994
Returned/Undeliverable Mail	10/16/2023	7	Page 1995 - Page 1997
Motion	10/20/2023	7	Page 1998 - Page 2000
Memorandum	10/20/2023	8	Page 2001 - Page 2034
Supporting Exhibit	10/20/2023	8	Page 2035 - Page 2036
Proposed Order / Decree	10/20/2023	8	Page 2037 - Page 2037
Motion	10/20/2023	8	Page 2038 - Page 2052

Opposition	10/21/2023	8	Page 2053 - Page 2057
Supporting Exhibit	10/21/2023	8	Page 2058 - Page 2070
Supporting Exhibit	10/21/2023	8	Page 2071 - Page 2087
Opposition	10/22/2023	8	Page 2088 - Page 2090
Line	10/25/2023	8	Page 2091 - Page 2101
Supporting Exhibit	10/25/2023	8	Page 2102 - Page 2103
Supporting Exhibit	10/25/2023	8	Page 2104 - Page 2120
Supporting Exhibit	10/25/2023	8	Page 2121 - Page 2121
Supporting Exhibit	10/25/2023	8	Page 2122 - Page 2139
Supporting Exhibit	10/25/2023	8	Page 2140 - Page 2149
Supporting Exhibit	10/25/2023	8	Page 2150 - Page 2153
Affidavit	10/25/2023	8	Page 2154 - Page 2155
Affidavit	10/25/2023	8	Page 2156 - Page 2157
Opposition	10/25/2023	8	Page 2158 - Page 2161
WACC-FPV-025 NOTICE OF HEARING TRIAL	11/16/2023	8	Page 2162 - Page 2162
WACC-FPV-025 NOTICE OF HEARING TRIAL	11/16/2023	8	Page 2163 - Page 2163

WACC-FPV-025 NOTICE OF HEARING TRIAL	11/16/2023	8	Page 2164 - Page 2164
WACC-FPV-025 NOTICE OF HEARING TRIAL	11/16/2023	8	Page 2165 - Page 2165
WACC-FPV-025 NOTICE OF HEARING TRIAL	11/16/2023	8	Page 2166 - Page 2166
Writ /Summons/Pleading - Electronic Service	11/16/2023	8	Page 2167 - Page 2167
Motion	12/11/2023	8	Page 2168 - Page 2183
Supporting Exhibit	12/11/2023	8	Page 2184 - Page 2187
Supporting Exhibit	12/11/2023	8	Page 2188 - Page 2199
Supporting Exhibit	12/11/2023	8	Page 2200 - Page 2200
Supporting Exhibit	12/11/2023	8	Page 2201 - Page 2201
Supporting Exhibit	12/11/2023	8	Page 2202 - Page 2214
Supporting Exhibit	12/11/2023	8	Page 2215 - Page 2215
Supporting Exhibit	12/11/2023	8	Page 2216 - Page 2248
Supporting Exhibit	12/11/2023	8	Page 2249 - Page 2252
Supporting Exhibit	12/11/2023	8	Page 2253 - Page 2253
Supporting Exhibit	12/11/2023	8	Page 2254 - Page 2255

Supporting Exhibit	12/11/2023	8	Page 2256 - Page 2257
Supporting Exhibit	12/11/2023	8	Page 2258 - Page 2274
Supporting Exhibit	12/11/2023	8	Page 2275 - Page 2276
Proposed Order / Decree	12/11/2023	8	Page 2277 - Page 2279
Motion / Request - To Dismiss	12/12/2023	8	Page 2280 - Page 2289
Supporting Exhibit	12/12/2023	8	Page 2290 - Page 2293
Supporting Exhibit	12/12/2023	9	Page 2294 - Page 2458
Response/Reply	12/13/2023	9	Page 2459 - Page 2463
Reply to Opposition	12/13/2023	9	Page 2464 - Page 2467
Line	12/17/2023	9	Page 2468 - Page 2470
Supporting Exhibit	12/17/2023	9	Page 2471 - Page 2551
Supporting Exhibit	12/17/2023	9	Page 2552 - Page 2589
Motion / Request - To Stay	02/15/2024	9	Page 2590 - Page 2592
Proposed Order / Decree	02/15/2024	9	Page 2593 - Page 2594
Opposition	02/21/2024	10	Page 2595 - Page 2598
Proposed Order / Decree	02/21/2024	10	Page 2599 - Page 2599
Response/Reply	02/21/2024	10	Page 2600 - Page

			2604
Supporting Exhibit	02/21/2024	10	Page 2605 - Page 2609
Supporting Exhibit	02/21/2024	10	Page 2610 - Page 2610
Petition	02/23/2024	10	Page 2611 - Page 2618
Supporting Exhibit	02/23/2024	10	Page 2619 - Page 2648
Supporting Exhibit	02/23/2024	10	Page 2649 - Page 2649
Supporting Exhibit	02/23/2024	10	Page 2650 - Page 2652
Supporting Exhibit	02/23/2024	10	Page 2653 - Page 2656
Supporting Exhibit	02/23/2024	10	Page 2657 - Page 2657
Proposed Order / Decree	02/23/2024	10	Page 2658 - Page 2658
Line - Withdrawal of All Pending Issues	02/23/2024	10	Page 2659 - Page 2659
Line	02/23/2024	10	Page 2660 - Page 2660
Response/Reply	02/23/2024	10	Page 2661 - Page 2665
Supporting Exhibit	02/23/2024	10	Page 2666 - Page 2670
Supporting Exhibit	02/23/2024	10	Page 2671 - Page 2671
Line	02/25/2024	10	Page 2672 - Page 2679
Supporting Exhibit	02/25/2024	10	Page 2680 - Page 2723

Supporting Exhibit	02/25/2024	10	Page 2724 - Page 2742
Supporting Exhibit	02/25/2024	10	Page 2743 - Page 2760
Writ /Summons/Pleading - Electronic Service	03/06/2024	10	Page 2761 - Page 2761
Attorney Appearance - No Fee	03/07/2024	10	Page 2762 - Page 2764
Hearing Sheet	03/08/2024	10	Page 2765 - Page 2765
Attorney Appearance - $10 Fee	05/23/2024	10	Page 2766 - Page 2766
Motion for Appropriate Relief	05/23/2024	10	Page 2767 - Page 2771
Proposed Order / Decree	05/23/2024	10	Page 2772 - Page 2772
Motion to Alter / Amend Judgment	05/23/2024	10	Page 2773 - Page 2779
Supporting Exhibit	05/23/2024	10	Page 2780 - Page 2782
Supporting Exhibit	05/23/2024	10	Page 2783 - Page 2786
Supporting Exhibit	05/23/2024	10	Page 2787 - Page 2791
Supporting Document	05/23/2024	10	Page 2792 - Page 2793
Proposed Order / Decree	05/23/2024	10	Page 2794 - Page 2794
Attorney Appearance - $10 Fee	05/23/2024	10	Page 2795 - Page 2795
Order	05/24/2024	10	Page 2796 - Page 2796

Writ /Summons/Pleading - Electronic Service	05/24/2024	10	Page 2797 - Page 2797
Opposition	06/07/2024	10	Page 2798 - Page 2805
Proposed Order / Decree	06/07/2024	10	Page 2806 - Page 2806
Supporting Exhibit	06/07/2024	10	Page 2807 - Page 2847
Supporting Exhibit	06/07/2024	10	Page 2848 - Page 2852
Opposition	06/07/2024	10	Page 2853 - Page 2857
Proposed Order / Decree	06/07/2024	10	Page 2858 - Page 2858
Supporting Exhibit	06/07/2024	10	Page 2859 - Page 2863
Deficient Filing	06/07/2024	10	Page 2864 - Page 2878
Supporting Exhibit	06/07/2024	11	Page 2879 - Page 2922
Supporting Exhibit	06/07/2024	11	Page 2923 - Page 2963
Supporting Exhibit	06/07/2024	11	Page 2964 - Page 2992
Supporting Exhibit	06/07/2024	11	Page 2993 - Page 3010
Deficient Filing	06/07/2024	11	Page 3011 - Page 3011
Deficient Filing	06/07/2024	11	Page 3012 - Page 3012
CC-DC-094 MDEC DEFICIENCY NOTICE	06/10/2024	11	Page 3013 - Page 3015

CC-DC-094 MDEC DEFICIENCY NOTICE	06/10/2024	11	Page 3016 - Page 3018
CC-DC-094 MDEC DEFICIENCY NOTICE	06/10/2024	11	Page 3019 - Page 3021
Notice of Deficiency - Rule 20-203(d)	06/10/2024	11	Page 3022 - Page 3024
Writ /Summons/Pleading - Electronic Service	06/10/2024	11	Page 3025 - Page 3027
Deficient Filing	06/10/2024	11	Page 3028 - Page 3042
Deficient Filing	06/10/2024	11	Page 3043 - Page 3057
Supporting Document	06/10/2024	11	Page 3058 - Page 3098
Supporting Exhibit	06/10/2024	11	Page 3099 - Page 3142
Supporting Exhibit	06/10/2024	11	Page 3143 - Page 3160
Deficient Filing	06/10/2024	11	Page 3161 - Page 3161
Deficient Filing	06/10/2024	11	Page 3162 - Page 3162
Supporting Exhibit	06/10/2024	12	Page 3163 - Page 3191
Deficient Filing	06/10/2024	12	Page 3192 - Page 3194
Deficient Filing	06/10/2024	12	Page 3195 - Page 3209
Supporting Exhibit	06/10/2024	12	Page 3210 - Page 3250
Supporting Exhibit	06/10/2024	12	Page 3251 - Page 3294

Supporting Exhibit	06/10/2024	12	Page 3295 - Page 3323
Supporting Exhibit	06/10/2024	12	Page 3324 - Page 3341
Proposed Order / Decree	06/10/2024	12	Page 3342 - Page 3342
Deficient Filing	06/10/2024	12	Page 3343 - Page 3357
Proposed Order / Decree	06/10/2024	12	Page 3358 - Page 3358
Supporting Exhibit	06/10/2024	12	Page 3359 - Page 3399
Supporting Exhibit	06/10/2024	12	Page 3400 - Page 3443
Supporting Exhibit	06/10/2024	13	Page 3444 - Page 3472
Supporting Exhibit	06/10/2024	13	Page 3473 - Page 3490
Notice of Deficiency - Rule 20-203(d)	06/10/2024	13	Page 3491 - Page 3493
Notice of Deficiency - Rule 20-203(d)	06/10/2024	13	Page 3494 - Page 3496
Notice of Deficiency - Rule 20-203(d)	06/10/2024	13	Page 3497 - Page 3499
Writ /Summons/Pleading - Electronic Service	06/10/2024	13	Page 3500 - Page 3502
Writ /Summons/Pleading - Electronic Service	06/10/2024	13	Page 3503 - Page 3505
Writ /Summons/Pleading - Electronic Service	06/10/2024	13	Page 3506 - Page 3508
Deficient Filing	06/10/2024	13	Page 3509 - Page

			3523
Supporting Exhibit	06/10/2024	13	Page 3524 - Page 3567
Supporting Exhibit	06/10/2024	13	Page 3568 - Page 3596
Supporting Exhibit	06/10/2024	13	Page 3597 - Page 3614
Proposed Order / Decree	06/10/2024	13	Page 3615 - Page 3615
Supporting Exhibit	06/10/2024	13	Page 3616 - Page 3656
Deficient Filing	06/10/2024	13	Page 3657 - Page 3671
Supporting Exhibit	06/10/2024	13	Page 3672 - Page 3712
Supporting Exhibit	06/10/2024	14	Page 3713 - Page 3756
Supporting Exhibit	06/10/2024	14	Page 3757 - Page 3785
Supporting Exhibit	06/10/2024	14	Page 3786 - Page 3803
Proposed Order / Decree	06/10/2024	14	Page 3804 - Page 3804
Opposition	06/10/2024	14	Page 3805 - Page 3808
Proposed Order / Decree	06/10/2024	14	Page 3809 - Page 3809
Opposition	06/10/2024	14	Page 3810 - Page 3813
Proposed Order / Decree	06/10/2024	14	Page 3814 - Page 3814
Notice of Deficiency - Rule 20-203(d)	06/11/2024	14	Page 3815 - Page 3817

Notice of Deficiency - Rule 20-203(d)	06/11/2024	14	Page 3818 - Page 3820
Writ /Summons/Pleading - Electronic Service	06/11/2024	14	Page 3821 - Page 3823
Writ /Summons/Pleading - Electronic Service	06/11/2024	14	Page 3824 - Page 3826
Opposition	06/11/2024	14	Page 3827 - Page 3841
Supporting Exhibit	06/11/2024	14	Page 3842 - Page 3882
Supporting Exhibit	06/11/2024	14	Page 3883 - Page 3923
Supporting Exhibit	06/11/2024	14	Page 3924 - Page 3967
Supporting Exhibit	06/11/2024	14	Page 3968 - Page 4011
Supporting Exhibit	06/11/2024	15	Page 4012 - Page 4040
Supporting Exhibit	06/11/2024	15	Page 4041 - Page 4069
Supporting Exhibit	06/11/2024	15	Page 4070 - Page 4087
Supporting Exhibit	06/11/2024	15	Page 4088 - Page 4105
Proposed Order / Decree	06/11/2024	15	Page 4106 - Page 4106
Proposed Order / Decree	06/11/2024	15	Page 4107 - Page 4107
Opposition	06/11/2024	15	Page 4108 - Page 4122
Writ /Summons/Pleading -	06/13/2024	15	Page 4123 - Page 4123

Electronic Service			
Writ /Summons/Pleading - Electronic Service	06/13/2024	15	Page 4124 - Page 4124
Writ /Summons/Pleading - Electronic Service	06/13/2024	15	Page 4125 - Page 4125
Writ /Summons/Pleading - Electronic Service	06/13/2024	15	Page 4126 - Page 4126
Motion for Sanctions	06/14/2024	15	Page 4127 - Page 4138
Proposed Order / Decree	06/14/2024	15	Page 4139 - Page 4140
Supporting Exhibit	06/14/2024	15	Page 4141 - Page 4142
Supporting Exhibit	06/14/2024	15	Page 4143 - Page 4147
Supporting Exhibit	06/14/2024	15	Page 4148 - Page 4150
Motion to Alter / Amend Judgment	06/24/2024	15	Page 4151 - Page 4155
Supporting Exhibit	06/24/2024	15	Page 4156 - Page 4174
Proposed Order / Decree	06/24/2024	15	Page 4175 - Page 4175
Opposition	06/24/2024	15	Page 4176 - Page 4185
Supporting Exhibit	06/24/2024	15	Page 4186 - Page 4188
Supporting Exhibit	06/24/2024	15	Page 4189 - Page 4207
Supporting Exhibit	06/24/2024	15	Page 4208 - Page 4215

Supporting Exhibit	06/24/2024	15	Page 4216 - Page 4225
Supporting Exhibit	06/24/2024	15	Page 4226 - Page 4229
Supporting Exhibit	06/24/2024	15	Page 4230 - Page 4242
Supporting Exhibit	06/24/2024	15	Page 4243 - Page 4245
Supporting Exhibit	06/24/2024	15	Page 4246 - Page 4252
Supporting Exhibit	06/24/2024	15	Page 4253 - Page 4266
Request for Hearing/Trial	06/24/2024	15	Page 4267 - Page 4267
Opposition	07/01/2024	15	Page 4268 - Page 4282
Proposed Order / Decree	07/01/2024	15	Page 4283 - Page 4283
Supporting Exhibit	07/01/2024	15	Page 4284 - Page 4284
Supporting Exhibit	07/01/2024	15	Page 4285 - Page 4292
Supporting Exhibit	07/01/2024	15	Page 4293 - Page 4293
Supporting Exhibit	07/01/2024	15	Page 4294 - Page 4312
Supporting Exhibit	07/01/2024	16	Page 4313 - Page 4315
Reply to Opposition	07/01/2024	16	Page 4316 - Page 4321
Supporting Exhibit	07/01/2024	16	Page 4322 - Page 4323
Opposition	07/03/2024	16	Page 4324 - Page

			4327
Proposed Order / Decree	07/03/2024	16	Page 4328 - Page 4328
Opposition	07/03/2024	16	Page 4329 - Page 4331
Proposed Order / Decree	07/03/2024	16	Page 4332 - Page 4332
Writ /Summons/Pleading - Electronic Service	07/05/2024	16	Page 4333 - Page 4334
Line	07/05/2024	16	Page 4335 - Page 4336
Supporting Exhibit	07/05/2024	16	Page 4337 - Page 4338
Stricken Filing	07/05/2024	16	Page 4339 - Page 4342
Notice of Striking Non-Compliant Submission	07/08/2024	16	Page 4343 - Page 4343
Writ /Summons/Pleading - Electronic Service	07/08/2024	16	Page 4344 - Page 4344
Notice of Appeal to ACM	07/08/2024	16	Page 4345 - Page 4348
Transcript	07/09/2024	16	Page 4349 - Page 4486
Transcript Cost Sheet	07/09/2024	16	Page 4487 - Page 4487
Transcript Cost Sheet	07/10/2024	16	Page 4488 - Page 4488
Transcript	07/10/2024	16	Page 4489 - Page 4600
Writ /Summons/Pleading - Electronic Service	07/16/2024	16	Page 4601 - Page 4601

Mandate & Statement of Costs	07/18/2024	16	Page 4602 - Page 4603
Motion/Request/Notice - Strike/Withdraw and Enter Appearance	07/24/2024	16	Page 4604 - Page 4605
Supporting Document	07/24/2024	16	Page 4606 - Page 4606
Proposed Order / Decree	07/24/2024	16	Page 4607 - Page 4607
Notice to Employ New Counsel Issued	08/20/2024	16	Page 4608 - Page 4608
Writ /Summons/Pleading - Electronic Service	08/20/2024	16	Page 4609 - Page 4609
Writ /Summons/Pleading - Electronic Service	08/20/2024	16	Page 4610 - Page 4610
Motion for Appropriate Relief	08/21/2024	16	Page 4611 - Page 4613
Proposed Order / Decree	08/21/2024	17	Page 4614 - Page 4614
Opposition	08/26/2024	17	Page 4615 - Page 4621
Proposed Order / Decree	08/26/2024	17	Page 4622 - Page 4622
Supporting Exhibit	08/26/2024	17	Page 4623 - Page 4629
Motion	08/26/2024	17	Page 4630 - Page 4633
Opposition	08/28/2024	17	Page 4634 - Page 4640
Proposed Order / Decree	08/28/2024	17	Page 4641 - Page 4641
Supporting Exhibit	08/28/2024	17	Page 4642 - Page

			4724
Reply to Opposition	08/28/2024	17	Page 4725 - Page 4727
Opposition	09/02/2024	17	Page 4728 - Page 4730
Proposed Order / Decree	09/02/2024	17	Page 4731 - Page 4731
Opposition	09/06/2024	17	Page 4732 - Page 4736
Line	09/06/2024	17	Page 4737 - Page 4739
Motion	09/06/2024	17	Page 4740 - Page 4742
Petition	09/06/2024	17	Page 4743 - Page 4756
Proposed Order / Decree	09/06/2024	17	Page 4757 - Page 4759
Supporting Exhibit	09/06/2024	17	Page 4760 - Page 4766
Supporting Exhibit	09/06/2024	17	Page 4767 - Page 4767
Supporting Exhibit	09/06/2024	17	Page 4768 - Page 4772
Supporting Exhibit	09/06/2024	17	Page 4773 - Page 4788
Supporting Exhibit	09/06/2024	17	Page 4789 - Page 4791
Supporting Exhibit	09/06/2024	17	Page 4792 - Page 4793
Motion	09/06/2024	17	Page 4794 - Page 4798
Writ /Summons/Pleading -	09/09/2024	17	Page 4799 - Page 4801

Electronic Service			
Opposition	09/09/2024	17	Page 4802 - Page 4808
Proposed Order / Decree	09/09/2024	17	Page 4809 - Page 4809
Motion to Alter / Amend Judgment	09/10/2024	17	Page 4810 - Page 4815
Supporting Exhibit	09/10/2024	17	Page 4816 - Page 4816
Supporting Exhibit	09/10/2024	17	Page 4817 - Page 4817
Supporting Exhibit	09/10/2024	17	Page 4818 - Page 4881
Supporting Exhibit	09/10/2024	17	Page 4882 - Page 4883
Supporting Exhibit	09/10/2024	17	Page 4884 - Page 4889
Supporting Exhibit	09/10/2024	17	Page 4890 - Page 4892
Writ /Summons/Pleading - Electronic Service	09/10/2024	17	Page 4893 - Page 4893
Response/Reply	09/16/2024	17	Page 4894 - Page 4905
Proposed Order / Decree	09/16/2024	17	Page 4906 - Page 4911
Supporting Exhibit	09/16/2024	17	Page 4912 - Page 4918
Supporting Exhibit	09/16/2024	18	Page 4919 - Page 4923
Supporting Exhibit	09/16/2024	18	Page 4924 - Page 4940
Supporting Exhibit	09/16/2024	18	Page 4941 - Page

			4944
Line	09/16/2024	18	Page 4945 - Page 4948
Supporting Exhibit	09/16/2024	18	Page 4949 - Page 4949
Supporting Exhibit	09/16/2024	18	Page 4950 - Page 4952
Reply to Opposition	09/16/2024	18	Page 4953 - Page 4959
Proposed Order / Decree	09/16/2024	18	Page 4960 - Page 4964
Line	09/18/2024	18	Page 4965 - Page 4967
Proposed Order / Decree	09/18/2024	18	Page 4968 - Page 4973
Writ /Summons/Pleading - Electronic Service	09/18/2024	18	Page 4974 - Page 4974
Motion - Quash Subpoena	09/20/2024	18	Page 4975 - Page 4981
Proposed Order / Decree	09/20/2024	18	Page 4982 - Page 4983
Supporting Exhibit	09/20/2024	18	Page 4984 - Page 4984
Supporting Exhibit	09/20/2024	18	Page 4985 - Page 4985
Supporting Exhibit	09/20/2024	18	Page 4986 - Page 4993
Supporting Exhibit	09/20/2024	18	Page 4994 - Page 4994
Line	09/25/2024	18	Page 4995 - Page 4998
Supporting Exhibit	09/25/2024	18	Page 4999 - Page

			5001
Writ /Summons/Pleading - Electronic Service	09/26/2024	18	Page 5002 - Page 5002
Writ /Summons/Pleading - Electronic Service	09/30/2024	18	Page 5003 - Page 5008
Notice of Appeal to ACM	09/30/2024	18	Page 5009 - Page 5010
Civil Information Report - Appeal to ACM	09/30/2024	18	Page 5011 - Page 5012
Order to Proceed	10/08/2024	18	Page 5013 - Page 5013
Notice of Appeal to ACM	10/25/2024	18	Page 5014 - Page 5015
Civil Information Report - Appeal to ACM	10/25/2024	18	Page 5016 - Page 5017
Civil Information Report - Appeal to ACM	10/25/2024	18	Page 5018 - Page 5019
Supporting Document	10/25/2024	18	Page 5020 - Page 5025

Total Pages: 5025

Total Volumes: 18

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

BENJAMIN ESTES **Plaintiff** **v.** **JUSTIN HOLDER, *et al*.** **Defendants**	**Case No. C-21-CV-20-000430**

FIRST AMENDED COMPLAINT

COMES NOW the Plaintiff, Benjamin Estes, by and through his undersigned attorneys, and sues the Defendants Justin Holder and Deena Holder, stating:

Requirements of Md. Real Prop. Code Ann. §14-601, *et seq*.

1. This is a suit to quiet title and/or for ejectment pursuant to Md. Real Prop. §14-108, §14-108.1 and §§14-601, *et seq*.

2. The real property at issue in this case (the "Estes Property") is commonly known as Lot 2, Mt. Hebron Road, Keedysville, Maryland 21756, is identified for taxation purposes by Tax ID No. 19-013316 and is more fully described as:

> Being all of Lot 2 on the Plat of Subdivision entitled "Preliminary/Final Plat of Subdivision of Lot 2 for M. Yvonne & Maxwell B. Hope, II" prepared by Frederick, Seibert & Associates, Inc. dated September 27, 2006 and designated as Job No. 1967.2 and recorded in Plat folio 9186 among the Plat Records maintained by the Clerk of the Circuit Court for Washington County, Maryland; containing 8.28 acres of land, more or less.

3. Plaintiff is the fee simple owner of the Estes Property.

4. The Defendants may claim some interest in a portion of the Estes Property.

5. Plaintiff seeks a determination that (1) Defendants have no right, title or interest in any portion of the Estes Property and (2) Plaintiff is the sole owner thereof.

6. Plaintiff's verification is set forth below.

PARTIES

7. Plaintiff Benjamin Estes is an adult resident of Washington County, Maryland.

8. Defendant Justin Holder is an adult resident of Washington County, Maryland.

9. Defendant Deena Holder is an adult resident of Washington County, Maryland.

JURISDICTION AND VENUE

10. This Court has jurisdiction over the Defendants pursuant to MD. CODE ANN. CTS & JUD. PROC. §16-102. This Court has jurisdiction over the cause of action pursuant to MD. CODE ANN. CTS & JUD. PROC. §4-401.

11. This Court is the proper venue pursuant to MD. CODE ANN. CTS & JUD. PROC. §6-201 because all residents reside in Washington County.

FACTS COMMON TO ALL COUNTS

12. Benjamin N. Estes, the Plaintiff, is the landowner of record of the Estes Property.

13. From October 1, 2018 through the present, Defendant Justin Holder, acting for himself and on behalf of Defendant Deena Holder, repeatedly, knowingly, and intentionally entered and trespassed onto the Estes Property without the consent of the Plaintiff.

14. From October 1, 2018 through the present, Defendant Justin Holder, by himself and through his agents did knowingly and intentionally destroy property on the Estes Property, by knowingly and intentionally removing, cutting or otherwise clearing and destroying trees, shrubs, underbrush, and/or other plants and or vegetation with full knowledge that he or his agents did not have the permission, implied or otherwise, of the Plaintiff, and knowing such vegetation was wholly located on the Estes Property. Defendant Justin Holder destroyed dozens of trees and bushes, including, among other vegetation, numerous mature walnut trees, numerous spice bushes,

sycamore seedlings, box elder seedlings/trees, wild rose bushes and other common plants of the Maryland floodplain.

15. That Defendant Justin Holder has acknowledged that he intentionally entered upon land that he knew belonged to Plaintiff and cut down trees that he knew belonged to Plaintiff.

16. As of the date of this pleading, Defendant Justin Holder continues to enter onto Plaintiff's land and has stated his intention to continue to do so.

17. Deena Holder owns the real property next to the Estes Property located at 25 & 28 Antietam Drive, Keedysville, Maryland (the "Holder Property").

18. Defendants (specifically, Justin Holder, individually and on behalf of Deena Holder) contend that Little Antietam Creek forms the boundary between the Holder Property and Estes Property.

19. However, the chains of title for both properties, including plats of both properties prepared by a licensed surveyor – Frederick Seibert & Associates ("FSA") – separately on behalf of the parties, clearly show that the boundary line between the properties is on the western side of Little Antietam Creek.

20. While FSA acknowledged that its initial plat of the Holder Property contained a minor error in locating the eastern boundary of the Holder Property, it also acknowledged that even if the initial plat of the Holder Property was correct, the shared boundary line *would still be on the western side of Little Antietam Creek.*

21. Either way, some portion of the Estes Property is located on the western side of Little Antietam Creek.

22. Plaintiff is the legal owner of the entirety of the Estes Property, including, but not limited to, all property between the western boundary of the Estes Property and Little Antietam Creek (the "Disputed Area").

23. Defendants have made these claims regarding the location of the shared boundary line knowing that their own chain of title contradicts their claims and solely for the purpose of clouding Plaintiff's title to extract concessions from Plaintiff and to avoid liability for their trespasses.

Count 1- Trespass to Land

24. Plaintiff incorporates by reference the allegations in paragraphs 1-23 of this Complaint.

25. By intentionally entering on property owned and possessed by Plaintiff, without Plaintiff's consent, and unlawfully destroying Plaintiff's trees, Defendant Justin Holder (individually, and on behalf of Defendant Deena Holder) has interfered with Plaintiff's interest in the exclusive use and possession of Plaintiff's land, and Plaintiff has suffered damages.

26. That Plaintiff has made repeated demands of Defendant to stay off of the property, but Plaintiff has refused to do so.

27. That the cost of reasonable restoration of the tees and other vegetation destroyed by Plaintiff is Two Hundred Thousand Dollars ($200,000.00).

WHEREFORE, Plaintiff Benjamin Estes demands judgment against Defendant Justin Holder and Defendant Deena Holder, jointly and severally, in an amount in excess of Seventy Five Thousand Dollars ($75,000.00), plus interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 2 - Statutory Claim Pursuant to Maryland Natural Resources Article § 5-409

28. Plaintiff incorporates by reference the allegations in paragraphs 1-27 of this Complaint.

29. That Maryland Natural Resources Article, Section 5-409 states:

> (a) Any person, his aiders, abettors, and counsellors, who willfully, negligently, recklessly, wrongfully, or maliciously enters upon lands or premises of another without written permission of the owner of the lands or premises, in order to cut, burn, or otherwise injure or destroy, or cause to be cut, burned, or otherwise injured, or destroyed, any merchantable trees or timber on the land is liable to the party injured or aggrieved in an amount triple the value of the trees or timber cut, burned, or otherwise injured or destroyed, plus the costs of any surveys, appraisals, attorney fees, or court fees in connection with the case. The damages are recoverable in a civil action, as in any other case.

30. That Defendant Justin Holder (individually and on behalf of Defendant Deena Holder) has cut, burned, injured, and destroyed numerous trees belonging to Plaintiff.

31. That Defendant Deena Holder, the abutter upon whose title Justin Holder relies to access Plaintiff's land, has aided and abetted Defendant Justin Holder.

32. That as a result of Defendant's entering upon Plaintiff's land and cutting, burning, injuring, and destroying Plaintiff's trees and timber, Plaintiff suffered damages.

33. That as a result of Defendant's entering upon Plaintiff's land and cutting, burning, injuring, and destroying Plaintiff's trees and timber, Plaintiff incurred costs of surveys, appraisals, attorney's fees, and court costs.

WHEREFORE, Plaintiff Benjamin Estes demands judgment against Defendants Justin Holder and Deena Holder, jointly and severally, in an amount in excess of Seventy Five Thousand Dollars ($75,000.00), plus the cost of appraisals, surveys, interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 3 - Private Nuisance

34. Plaintiff incorporates by reference the allegations in paragraphs 1-33 of this Complaint.

35. That Defendant Justin Holder's unreasonable and intentional conduct, for himself and on behalf of Defendant Deena Holder, in continuing refusal to respect Plaintiff's property rights, along with threats and other continuing harassment, has created annoyance to Plaintiff, a person of ordinary sensibilities, tastes, and habits, and seriously interfered with Plaintiff's ordinary comfort and enjoyment of his home, thus diminishing the value of the use of Plaintiff's property rights.

WHEREFORE, Plaintiff demands judgment against Defendant Justin Holder and Defendant Deena holder, jointly and severally, in an amount in excess of Seventy Five Thousand Dollars ($75,000.00), plus interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 4 - Aiding and Abetting Trespass to Land

36. Plaintiff incorporates by reference the allegations in paragraphs 1-35 of this Complaint.

37. Defendant Deena Holder holds title to the Holder Property.

38. As the abutting title holder, Deena Holder has provided Justin Holder with the access necessary to repeatedly enter upon Plaintiff's land and injure Plaintiff's property. Defendant Deena Holder's actions have assisted, encouraged, and allowed Defendant Justin Holder to commit the tort of Trespass to Land against Plaintiff.

39. Defendant Deena Holder's aiding and abetting Defendant Justin Holder's tortious injuries to Plaintiff have caused Plaintiff to suffer damages.

WHEREFORE, Plaintiff demands judgment against Defendant Deena Holder in an amount in excess of Seventy Five Thousand Dollars ($75,000.00), plus interest, costs, attorney's fees, and any and all other relief to which this Honorable Court finds just and appropriate.

Count 5 – Quiet Title

40. Plaintiff incorporates by reference the allegations in paragraphs 1-39 of this Complaint.

41. The Disputed Area is vacant and unoccupied.

42. Plaintiff is in constructive and peaceable possession of the Disputed Area, notwithstanding Defendants' trespasses.

43. Defendants have denied Plaintiff's title to the Estes Property, contending that the western boundary of the Estes Property does not include any land on the western side of Little Antietam Creek.

44. Plaintiff is the rightful, legal owner of the entirety of the Estes Property, including land on the western side of Little Antietam Creek.

45. Pursuant to the common law and Md. Real Prop. Code Ann. §14-108, Plaintiff is entitled to a judgment quieting title to the entirety of the Estes Property in his favor and enjoining the Defendants from further trespass.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment quieting title to the Estes Property in his favor as to Defendants' claims, confirming that the location of the shared boundary line between the Estes Property and Holder Property is consistent with the platted boundaries of the Estes Property, enjoining the Defendants from further trespasses onto the Estes Property, and for such other and further relief as Plaintiff's cause may require.

Count 6 – Ejectment

46. Plaintiff incorporates by reference the allegations in paragraphs 1-45 of this Complaint.

47. In the alternative, and only to the extent that the Court determines that Defendants are in actual or constructive possession of some portion of the Estes Property, Plaintiff is entitled to relief by way of ejectment under Md. Real Prop. Code Ann. §14-108.1.

48. Defendants have denied Plaintiff's title to the Estes Property, contending that the western boundary of the Estes Property does not include any land on the western side of Little Antietam Creek.

49. Defendants have repeatedly and unlawfully entered the Estes Property.

50. Plaintiff is the rightful, legal owner of the entirety of the Estes Property, including land on the western side of Little Antietam Creek.

51. Pursuant to the common law and Md. Real Prop. Code Ann. §14-108.1, Plaintiff is entitled to a judgment ejecting Defendants from the Estes Property, quieting title to the entirety of the Estes Property in his favor and enjoining the Defendants from further trespass.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment ejecting the Defendants from the Estes Property, quieting title to the Estes Property in his favor, confirming that the location of the shared boundary line between the Estes Property and Holder Property is consistent with the platted boundaries of the Estes Property, enjoining the Defendants from further trespasses onto the Estes Property, and for such other and further relief as Plaintiff's cause may require.

Verification

I solemnly affirm under the penalties of perjury that the contents of the foregoing document are true to the best of my knowledge, information and belief.

Benjamin Estes

Respectfully submitted,

McNamee, Hosea, Jernigan, Kim,
Greenan & Lynch, P.A.

/s/ Mark W. Schweitzer
Mark W. Schweitzer, Esq.
CPF No. 9708180005
mschweitzer@mhlawyers.com

/s/ Aaron D. Neal
Aaron D. Neal, Esq.
CPF No. 0712120108
aneal@mhlawyers.com
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770
Tel. 301-441-2420
Fax 301-982-9450

Attorneys for the Plaintiff

Certificate of Service

I hereby certify that on this 17th day of March, 2021, the foregoing paper filed via MDEC and thus served electronically upon all counsel of record, including:

Brendan Callahan, Esq.

And via first class mail on:

Justin Holder
308 W. Chapline Street
Sharpsburg, Maryland 21782

Deena Holder
308 W. Chapline Street
Sharpsburg, Maryland 21782

/s/ Aaron D. Neal
Aaron D. Neal, Esq.

E-FILED Washington Circuit Court 9/20/2022 3:51 PM System System
E-FILED; Washington Circuit Court
Docket: 9/20/2022 3:51 PM; Submission: 9/20/2022 3:52 PM

EXHIBIT 1

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

BENJAMIN ESTES	*	
Plaintiff		
vs.	*	Case No.: C-21-CV-20-430
JUSTIN HOLDER, *et al.*		
Defendants	*	

OPINION AND ORDER

This matter comes to the court on Plaintiff Benjamin Estes' Motion for Summary Judgment. Defendants Deena Holder, Justin Holder, and Uncle Eddie's Brokedown Palace, LLC oppose. A hearing was held, and the court took the matter under advisement.

PROCEDURAL HISTORY

On May 6, 2021, Plaintiff Benjamin Estes filed a "Second Amended Complaint" consisting of six (6) counts. In summary, Plaintiff seeks to quiet title concerning certain lands of which he believes he is the title owner and seeks damages for trespass and other torts by the Defendants.[1] By Order dated February 4, 2022, this court bifurcated the issues raised in the Second Amended Complaint, setting this matter for a three (3) day bench trial on the issues of Count 5 - Quiet Title and Count 6 - Ejectment. Depending on the outcome of the bench trial, the Court may later schedule the remaining Counts for jury trial.

[1] Plaintiff also claims, in the alternative, ownership by adverse possession. Adverse possession is not the subject of this Opinion.

Entered: Clerk, Circuit Court for
Washington County, MD
September 20, 2022

Plaintiff now files a Motion for Summary Judgment on the issue of record ownership. Defendants oppose. The threshold issue for the court is whether the court can determine the location of the property line between Plaintiff's land and Defendant Uncle Eddie's land at this summary judgment stage.

THE PARTIES

Plaintiff owns land commonly known as Lot 2, Mt. Hebron Road, Keedysville, Maryland. Plaintiff purchased the property by deed dated March 13, 2013 and recorded among the Land Records of Washington County, Maryland at Liber 4491, folio 100.[2]

Defendant Uncle Eddie's Brokedown Palace, LLC ("Uncle Eddie's") owns land in Keedysville, Maryland, bordering on and abutting the Plaintiff's land. Uncle Eddie's land is described in a deed dated May 31, 2019 and recorded at Liber 6070, folio 197 ("Uncle Eddie's Deed"). Uncle Eddie's is registered as a New Mexico limited liability company created by Defendants Justin and Deena Holder, a married couple. As of the time of the filing of the instant motion, it was not registered to do business in the State of Maryland and its organization had not been completed to include any members. However, it is the title owner of land abutting Plaintiff's property.

Defendant Deena Holder owns two (2) parcels of property in Keedysville, Maryland, near the Plaintiff's land, but not abutting said lands.

Defendant Justin Holder is an original organizer of Uncle Eddie's, though such organization has not been completed.

---

[2] All references to Deeds or Plats in this Opinion are from the Land Records of Washington County, Maryland.

FACTS

Plaintiff's land was subdivided from other property in 2007 by Plat 9186. Plat 9186 was approved by the Town of Keedysville Planning Commission in April 2007 and by the Mayor and Council in May 2007. It was recorded in August 2007. It shows the boundary line between Plaintiff's property and what is now Uncle Eddie's property as beginning at its southernmost point within or just along the western edge of the Antietam Creek (the "Creek"), then running within or just along the western edge of the Creek, then moving westward away from the Creek and into the lands bordering the Creek to the west, then moving overland until rejoining the western edge of the Creek as the Creek turns west at the northernmost point of the boundary.

Defendants first became involved in the neighboring property in April 2018 when the Estate of Mary Jane Hutzell transferred property to Uncle Eddie's by deed recorded at Liber 5726, folio 224 ("Hutzell Deed"). In August 2018, the property was transferred by Uncle's Eddie's to Deena Holder by deed at Liber 5827, folio 370 ("Deena Holder Deed"). In 2019 Deena Holder and Uncle Eddie's reconfigured several properties, resulting in a transfer back to Uncle Eddie's from Deena Holder by the Uncle Eddie's Deed. In each of said deeds, the disputed property line is described consistently with Plaintiff's deed and Plat 9186.

As part of the 2019 reconfiguration, a plat of reconfiguration, Plat 10955, was approved by the Town of Keedysville Planning Commission and by the Mayor and Council in April 2019. It was recorded in April 2019. From Plat 10955, part of the purpose of the reconfiguration appears to be a proposed extension of water and sewer service to Uncle Eddie's and Deena Holder's properties. The plat shows the boundary line between the Plaintiff's property and Uncle Eddie's property beginning at its southernmost point within or just along the western edge

of the Antietam Creek, then running within or just along the western edge of the Creek, then moving westward away from the Creek and into the lands bordering the Creek to the west, then moving overland until rejoining the western edge of the Creek as the Creek turns west at the northernmost point of the boundary.[3]

Plat 10955 contain an owner's statement, executed by Defendant Justin Holder (on behalf of Defendant Uncle Eddie's) and by Defendant Deena Holder, personally, stating:

> I/we do hereby certify, for ourselves and our personal representatives, heirs and assigns, that I/we are the legal and true owner(s) of the property shown and described on this plat and that I/we hereby adopt the plan of subdivision shown hereon…[.]

After recording Plat 10955, Justin Holder, on behalf of Uncle Eddie's, and Deena Holder, personally, executed the Uncle Eddie's Deed dated May 31, 2019, describing Uncle Eddie's property as being the boundaries as they are shown on Plat 10955. In the deed, Mr. Holder, for Uncle Eddie's, and Mrs. Holder, personally, acknowledged that they elected not to have a title examination.

Defendants provide a deed from 1832 recorded at Liber NN, folio 520 ("Deed NN 520") and suggest it is the deed that originally created the property line between Plaintiff's land and Uncle Eddie's land. In its relevant portion, Deed NN 520 states, "to Little Antietam Creek; then down said Creek the nine following courses…[.]" The deed then lists the courses and distances. The parties agree that the courses and distances of Deed NN 520 do not remain within the water

---

[3] In July 2020, the Estate of Mary Jane Hutzell and Uncle Eddie's filed a "Confirmatory Deed" at Liber 6468, folio 345. The purpose of the Confirmatory Deed was to change the description of property originally transferred from Hutzell to Uncle Eddie's by the Hutzell Deed. The court presumes that Defendants believe the changed description (6468/345) granted more land to Uncle Eddie's than is shown on Plat 10955 and, thus, cured whatever mistake Defendants claim exists in Plat 10955 and the Uncle Eddie's Deed. However, nothing in the land records shows a corrective deed changing the description of the property line in the Deena Holder Deed (5827/370) or a corrective deed changing the description of the property line in the Uncle Eddie's Deed (6070/197).

of the Creek. Rather, the courses take the property line westward away from the Creek and into the lands bordering the Creek to the west, then moving overland until rejoining the western edge of the Creek as the Creek turns west at the northernmost point of the boundary.

PLAINTIFF'S POSITION

Plaintiff believes there are no facts in dispute and that the determination of the property line may be made by the court as a matter of law. Once the property line is determined, summary judgment follows as a matter of course. Plaintiff argues that his deed, citing Plat 9186, and Uncle Eddie's Deed, citing Plat 10955, show the correct property line and that the chains of title for both properties agree as to the location.

DEFENDANTS' POSITION[4]

Defendants argue that the recordation of Plat 10955, which reconfigured Uncle Eddie's and Deena Holder's properties, mistakenly indicated the disputed property line. Defendants argue that instead of looking to Plats 9186 and 10955, the court should look to Deed NN 520 from 18932 as the original deed that created the boundary. In that deed, Defendants ask this court to find that the scrivener's call to the Antietam Creek set the boundary between the properties as being the Creek itself (presumably the midline).

[4] The court notes that Deena Holder's personal involvement on the issue considered in this Opinion – the location of the property line - is limited as she does not own property abutting Plaintiff's land. However, it is clear to this court that she was involved in the formation of Uncle Eddie's and, as such, has some interest in the current issue before the court. For that purpose, the court considers the defense arguments as presented by all defendants as a group.

STANDARD OF REVIEW

Maryland Rule 2-501(a) provides that a party may file a motion for summary judgment at any time "on the ground that there is no dispute as to any material fact and that the party is entitled to judgment as a matter of law." Md. Rule 2-501(a). The Court examines the pleadings, depositions, admissions, answers to interrogatories, and affidavits to determine "whether a genuine issue of material fact exists, and, if not, what the ruling of law should be, … resolving all inferences … against the moving party." *Gross v. Sussex*, 332 Md. 247, 256 (1993). Particularly, the court is tasked with deciding between two (2) options for the location of the property line: (a) the line as indicated on Plats 9186 and 10955, or (b) a line down the middle of the Creek.[5]

DISCUSSION

A. Plat 9186, Plat 10955, and Uncle Eddie's Deed.

As noted, Plaintiff purchased his property in 2013 following subdivision of his Lot 2 from a larger property. The plat of subdivision, Plat 9186, was approved by the Town of Keedysville Planning Commission and by the Mayor and Council. Recorded in August 2007, the plat shows the boundary line between Plaintiff's property and Uncle Eddie's property beginning at its southernmost point within or just along the western edge of the Antietam Creek, then running within or just along the western edge of the Creek, then moving westward away

[5] At the summary judgment hearing, a third option was discussed – the "Dowling Line." An Affidavit of John Dowling, Esq. in support of summary judgment suggests that plotting the property line using various deeds after 1832 pushes the property line farther westward, and farther from the Creek, than is indicated in Plat 9186 and Plat 10955, thus giving Plaintiff *more* land than he claims in his Second Amended Complaint. Plaintiff has not amended the Second Amended Complaint to seek additional land and confines his claim to the property line as shown on Plat 9186 and Plat 10955. This third option – the "Dowling Line" – is not an option.

from the Creek and into the lands bordering the Creek, then moving overland until rejoining the western edge of the Creek at the northernmost point of the boundary.

In 2018, the Estate of Mary Jane Hutzell transferred the neighboring property to Uncle Eddie's and described the property line consistently with Plaintiff's deed. The property was then transferred by Uncle's Eddie's to Deena Holder and the deed described the property line consistently with Plaintiff's deed. In 2019, Uncle Eddie's and Deena Holder reconfigured their property lines. The reconfiguration plat, Plat 10955, and the deed of transfer, incorporating Plat 10955, describe the property line consistently with Plaintiff's deed.

By the owner's statement on Plat 10955, Defendant Justin Holder (on behalf of Uncle Eddie's) and Deena Holder executed and acknowledged:

> I/we do hereby certify, for ourselves and our personal representatives, heirs and assigns, that I/we are the legal and true owner(s) of the property shown and described on this plat and that I/we hereby adopt the plan of subdivision shown hereon..[.]

The Uncle Eddie's Deed accepted the description of the Uncle Eddie's property as being the boundaries shown on Plat 10955.[6] Acknowledging that they understood that only a title examination could disclose issues affecting title (like Deed NN 520, perhaps), Uncle Eddie's and Mrs. Holder chose not to have a title examination.

The owner's statement on Plat 10955 indicates Uncle Eddie's acknowledgment of its ownership of the property as "shown and described" on the plat. In addition, the Uncle Eddie's Deed confirms acceptance and acknowledgement of the limits of Uncle Eddie's property in accord with Plat 10955. The Uncle Eddie's Deed and the predecessor deeds agree that the

---

[6] *Emerald Hills Homeowners' Ass'n, Inc. v. Peters*, 446 Md. 155, 170 (2016), *affirmed* 446 Md. 155 (2016) ("It is well-settled that reference to a plat in a deed incorporates that plat as part of the deed.").

property line is as indicated in Plaintiff's deed. If Uncle Eddie's had a concern as to the location of the boundary line, the time to dispute that location would have been before recording the plat and the deed confirming the boundary line where Plaintiff's deed and Plat 9186 claim it to be.

The court notes that the Estate of Mary Jane Hutzell and Uncle Eddie's filed a "Confirmatory Deed" in July 2020 attempting to change the description in the Hutzell Deed (5726/224). However, nothing in the land records shows a corrective deed changing the description of the property line in the Deena Holder Deed (5827/370) or the Uncle Eddie's Deed (6070/197). Nothing in the land records shows a re-plat of Plat 10955. Uncle Eddie's may have attempted to correct an alleged mistake in the deed transferring out of the Estate of Mary Jane Hutzell, but the "correction" has not been carried through to the current deed of the property or the current plat.

With no re-plat of Plat 10955, and no corrective deed changing the description of the Uncle Eddie's Deed, this is not a case where there are two (2) current, competing deeds that show a deed overlap. Instead, the current deeds and plats agree as to the description of the boundary between them.

Of course, the court recognizes that Uncle Eddie's goal is to have the property line at the midline of the Creek, thus giving Uncle Eddie's additional land. For the court to consider the Creek as the property line, the court would be required to ignore Plat 9186, Plat 10955, the Deena Holder Deed, the Uncle Eddie's Deed, the acknowledgements therein, and that there has been no correction of the current deed and plat of the Uncle Eddie's property. While the court could take the position that it will not now hear the Defendants disclaim a property line that they confirmed in 2019 and did not correct, before making such a finding, the court will consider the argument concerning deed interpretation.

B. Interpretation of Deed NN 520.

Defendant indicates that Deed NN 520 is the deed that originally created the property line. In its relevant portion, Deed NN 520 describes the line as, "to Little Antietam Creek; then down said Creek the nine following courses…[.]" The deed then lists the nine (9) courses and distances. When platted, the pertinent courses do not remain within the body of the Creek.

The parties disagree as to the proper interpretation of the words of Deed NN 520. Defendants suggest that the words "to Little Antietam Creek; then down said Creek…" are a call to a physical monument and that such call trumps the words "the nine following courses…" and the listed courses. In short, Defendants ask the court to ignore the described courses and establish the Creek as the boundary between Plaintiff's land and Uncle Eddie's land. Plaintiff argues that although "to Little Antietam Creek; then down said Creek…" may be a call to a physical monument, proper interpretation cannot then ignore the words "the nine following courses…" and the courses and distances listed thereafter.

The interpretation of deeds and plats is a question of law.[7] When interpreting a deed or plat, the principal obligation of the court is to determine the original intent of the grantor at the time of the conveyance.[8] As with contracts, the court first looks within the four corners of the instrument to determine whether there is ambiguity.[9] If there is no ambiguity, the court gives the words their plain and fair meaning, staying within the four corners. If there is ambiguity, the court may look to extrinsic evidence to give the words context and meaning.

---

[7] *Webb, et ux. v. Nowak, et ux.*, 433 Md. 666, 681 (2013).
[8] *Zawatsky Const. Co., Inc. v. Feldman Development Corp.*, 203 Md. 182, 187 (1953).
[9] *Millar v. Bowie*, 115 Md. App. 682, 698 (1997).

When considering a deed, an issue can arise where a physical monument is used to describe a location that differs from a statement of course and distance. With this type of conflict, the general rule is that a call to a monument is preferred to a conflicting course and distance because the monument is more readily and accurately identifiable.[10] However, the general rule is not absolute, and "the established rules as to preference [to calls for monuments over courses and distances] are simply guides to ascertain the intention of the parties."[11] Where strict application of the monument rule would defeat the clear intentions of the original parties, the rule is not applied.[12]

Accepting for argument purposes that Deed NN 520 describes the boundary, the deed provides that the boundary begins at a point: "to Little Antietam Creek[.]" The deed then provides that the line moves "then down said Creek the nine following courses…[.]" Defendants ask this court to strictly apply the general rule that monuments trump courses and find that the words "down said Creek" means that the boundary is the Creek, ignoring "the nine following courses" and the courses listed thereafter.

In this court's judgment, Deed NN 520 is unambiguous. By the inclusion of the courses and distances, the grantor intended that the property line described was to leave the body of the Creek. The parties agree that the courses and distances of Deed NN 520 do not remain within the water of the Creek. Rather, the courses take the property line westward away from the Creek and into the lands bordering the Creek to the west, then moving overland until rejoining the western edge of the Creek as the Creek turns west at the northernmost point of the boundary. If

---

[10] *Wood v. Hildebrand,* 185 Md. 56, 60-61 (1945).
[11] *Union United Methodist Church, Inc. v. Burton,* 404 Md. 542, 558 (2008), *quoting Dundalk Holding Co. v. Easter,* 195 Md. 448, 495 (1950).
[12] *Zawatsky*, 203 Md. at 187, *citing Giles v. diRobbio*, 186 Md. 258, 265 (1946).

the grantor had intended that the property line would be the Creek itself or would run along the water's edge, the grantor would have indicated so.[13] The grantor would not have provided for a deviation away from the Creek bed. Because of the deviation, this court does not apply the "monument rule" because ignoring the grantor's courses, and the deviation away from the Creek intended thereby, would destroy the "manifest intent" of the grantor.[14]

C. The Relief of Count 5.

In Count 5, Plaintiff requests the court to enter judgment: (1) confirming the location of the shared boundary line, (2) determining that he is the owner of his property, including the land under the water of the Creek, and (3) enjoining the Defendants from entering his land. Particularly, the court is tasked with deciding between two (2) options for the location of the property line: (a) the line as indicated on Plats 9186 and 10955, or (b) a line down the middle of the Creek. For all of the reasons noted above, the court finds, as a matter of law, that the boundary line between the Plaintiff's land and Uncle Eddie's land is as indicated on Plat 10955.

As to the other relief, the Court does not grant summary judgment on the issues of: (1) whether Plaintiff's rights to the land under the water of the Creek prohibits others, including the Holder family, from using the Creek bottom within Plaintiff's property line, and (2) injunction. This case will proceed for bench trial as currently scheduled on these issues.

In addition, the court is not prepared to consider summary judgment on Counts 1-4 until after the bench trial on the remaining issues noted above.

---

[13] The court notes in Deed NN 520 that the grantor made a subsequent call to the "center of the Turnpike Road, and with the center of said Road..[.]" This is an indication that the grantor knew how to describe a line within the center of a monument, something he did not do with the Creek.

[14] *Zawatsky*, 203 Md. at 187, *citing Giles v. diRobbio*, 186 Md. 258, 265 (1946).

CONCLUSION

For the foregoing reasons, it is this 19th day of September 2022, by the Circuit Court for Washington County, Maryland, hereby:

ORDERED, that Plaintiff's Motion for Summary Judgment is granted in part, denied in part, and held under advisement in part.

ORDERED, that the boundary line between the Plaintiff's lands and the lands of Defendant Uncle Eddie's Brokedown Palace, LLC is as indicated on Plat 10955, one of the Plat Records of Washington County, Maryland.

ORDERED, that the court denies summary judgment on the issues of: (1) whether Plaintiff's rights to the land under the water of the Creek prohibits others, including the Holder family, from using the Creek bottom within Plaintiff's property line, and (2) injunction. This case will proceed for bench trial as currently scheduled on these issues.

ORDERED, that the court holds under advisement any demands for summary judgment on Counts 1-4.

The parties are reminded that the bench trial does not concern Counts 1-4 or any potential damages therefrom. There is no need to file jury voir dire, jury instructions, or a proposed verdict sheet for the bench trial.

Judge, Circuit Court for Washington County

cc: All counsel and parties

Gmail Justin Holder <jholder2004@gmail.com>

Invoice for Justin Holder

Fred Frederick <fred@fsa-md.com> Thu, Mar 19, 2020 at 9:42 AM
To: Justin Holder <jholder2004@gmail.com>
Cc: Fred Frederick <Fred@fsa-md.com>

Justin

Stop. Your interpretation of mistakes on FSA's part are TOTALLY WRONG. I told you before and I will say it one final time. DEED OVERLAPS DO OCCUR, ESPECIALLY IN OLDER DEEDS. Our survey done for you CORRECTED THE DEED OVERLAP BETWEEN YOU AND YOUR NEIGHBOR. YOU JUST DON'T LIKE THE WAY IT WAS CORRECTED. YOU WANT TO OWN ALL OF THE LAND ON YOUR SIDE OF THE STREAM. I get that. But the VERY SMALL part that your neighbor owns (with OLD physical evidence in place) and the fact that his deed clearly states that he goes along the west bank, tells me that in the olden days, he owned across the stream. YES, YOUR DEED HAS ONE LINE THAT SAYS DOWN THE STREAM . I think in that EXACT AREA the line is going in the stream. Your deed also calls a few lines later to a STONE that would have to be on your side of the stream. But you don't want to hear that or accept that.

I know you don't want to listen to me or to reason so we need to stop. I tried to tell you when you insisted that you wanted me to do that drawing and calculation for that tiny area of stream between you and Watkins that it didn't make any sense… but you insisted. That's the $300 bill that outstanding.

You also said that the sewer drawings were wrong. They weren't wrong, the County just wanted revisions. IT HAPPENS ALL THE TIME. I know my business is way different than yours. When designing construction plans, we must have an agency review them and they almost always have comments. That's what revisions are…. Addressing comments… not that we made a mistake.

OK, we are done. I will out of professional courtesy contact FOX and review what we did before so they have knowledge. They also asked if we were paid for all previous work. I will of course tell them the truth.

Fred Frederick RLS, PE

President

FREDERICK, SEIBERT & ASSOCIATES, INC.

CIVIL ENGINEERING | LAND SURVEYING | LANDSCAPE ARCHITECTURE
128 S. Potomac St, Hagerstown, MD 21740

O: 301.791.3650 F: 301.739.4956

www.fsa-md.com

HAGERSTOWN, MD | CARLISLE, PA | GREENCASTLE, PA

From: Justin Holder [mailto:jholder2004@gmail.com]
Sent: Wednesday, March 18, 2020 7:33 PM
To: Fred Frederick <Fred@fsa-md.com>
Subject: Re: Invoice for Justin Holder

Fred,

It is your choice how you conduct business. At this time I asked you to share the work you did with George from Fox in order to mitigate the financial burden of the mistake on the first deed.

I have a lot of engineering work I still need to do. I have a subdivision in sharpsburg, a creek bank restoration and water inlet, and a foundation for a half bridge all in the next year. I had no problems working with you. I always pay my Bill's to you, and when I owe them. I paid you for the 2nd sewer line drawing that was not right the first time and needed more work did i not. I do prefer to pay for a job when the total job has been complete.

I am also in a business where I bill by the hour. I understand a need to go to work and generate revenue. I also like to be able to go out in public and see my customers and know I did right by them. It is a good feeling and worth more to me than a paycheck. There is also something to be said for admitting a mistake and just making it right.

The invoice you sent was for a piece of ground across the creek. I told you when I came in I was disputing with estes. I knew the points and calls were not right. I was asking to have that part of land described. However I was pointing to the piece across the creek because at that time I knew there was a problem with the survey but did not know where. It was finally when I spent thev2 nights up all night pulling deeds, researching how to do a survey and using a pocket calls app in order to draw and plot I realized that the mistake was made. You wrote a letter describing to issue which I appreciate as I know you were in pain and really just needed rest.

I have hired Fox on a new survey. I have paid them, and it was the same cost as what you originally charged. I will let you choose if you want to mitigate any expenses in correcting the mistake FSA made by taking a shortcut and using an old survey, and not doing the survey off the deed description as you claimed to do on the drawing itself.

You are in a highly trusted position and I did ask for you ethics here to be investigated. You were not hired to protect old defective deed lines for other clients. I hired and paid you to do a meets and bounds survey for the deed description I gave you. Which at this point looks to have a significant mistake. You were clear you have no intention to correct it in our meeting. I followed up with this so that no other members of the community are injured. On top of it all the title insurance has denied coverage because the first survey was not done to ALTA spec's in table a which old town should have known at the time they sold the policy. Now that I went through this and learned the hard way I will be checking all work which is a shame to have to pay too dollar for a product you basically have to go totally over because it causes so many problems. See I thought I used the best title company and engineer, but when the going got tough I was hung out to dry. That is simply not the way I conduct business.

At this time you still have a chance to make good on your work. Fix the problems and than we can sit down and

discuss payment. I am always sure to pay people exactly what I owe them.

I am not at all taking this personally. We both conduct business and may never agree on how that should go. I know my customers look to me on how I handle problems vs how I act when things are going smooth.

Thanks,

Justin

On Wed, Mar 18, 2020, 5:28 PM Fred Frederick <fred@fsa-md.com> wrote:

> Justin
>
> I received a call from George at Fox today. I am going to meet him to share what we did in the past.
>
> Before I schedule a meeting with him, I need this $300 invoice paid. It is actually due tomorrow so it isn't late. I am sending this as a reminder so it doesn't get a late fee charge. This is for the work you wanted me to do even though I tried to talk you out of it.
>
> It isn't much money, and im not charging you anything for the deed plottings I did or the meeting with George.
>
> When this is paid, I will schedule with George
>
> Thank you
>
> **Fred Frederick** RLS, PE
>
> *President*
>
> **FREDERICK, SEIBERT & ASSOCIATES, INC.**
>
> ***CIVIL ENGINEERING | LAND SURVEYING | LANDSCAPE ARCHITECTURE***
> 128 S. Potomac St, Hagerstown, MD 21740
>
> O: 301.791.3650 F: 301.739.4956
>
> *www.fsa-md.com*
>
> HAGERSTOWN, MD | CARLISLE, PA | GREENCASTLE, PA

From: Nikki S. Eichelberger [mailto:Nikki@fsa-md.com]
Sent: Wednesday, March 18, 2020 4:20 PM
To: Fred Frederick <fred@fsa-md.com>
Subject: Invoice for Justin Holder
Importance: High

Fred,

Attached is the invoice that was sent to Justin Holder on 2/19/20 that hasn't been paid.

Thanks,

Nikki Eichelberger

Business Manager

FREDERICK, SEIBERT & ASSOCIATES, INC.

CIVIL ENGINEERING | LAND SURVEYING | LANDSCAPE ARCHITECTURE
128 S. Potomac St, Hagerstown, MD 21740

O: 301.791.3650 x 203 F: 301.739.4956

www.fsa-md.com

HAGERSTOWN, MD | CARLISLE, PA | GREENCASTLE, PA

IN THE CIRCUIT COURT

FOR WASHINGTON COUNTY, MARYLAND

BENJAMIN ESTES,

Plaintiff,

v.

JUSTIN HOLDER,

Defendants.

Case No.: C-21-CV-20-000430

CERTIFIED COPY

DEPOSITION OF FREDERIC FREDERICK,

ZOOM VIDEOCONFERENCE

Tuesday, April 27, 2021

9:00 a.m.

Atkinson-Baker, a Veritext Company

(800) 288-3376

www.depo.com

Reported by: Sydney Crawford, RPR

File No.: AF03233

Deposition of FREDERIC FREDERICK, held at the offices of:

ZOOM VIDEOCONFERENCE

Pursuant to agreement, before Sydney Crawford, Notary Public in and for the State of Maryland.

A P P E A R A N C E S

ON BEHALF OF PLAINTIFF, JEFFREY YOUNG:

AARON D. NEAL, ESQUIRE
McNamee Hosea
6411 Ivy Lane
Suite 200
Greenbelt, Maryland 20770
(301)441-2420
aneal@mhlawyers.com

ON BEHALF OF DEFENDANT, DEENA HOLDER
AND UNCLE EDDIES BROKEDOWN PALACE, LLC:

MATTHEW B. RUBLE, ESQUIRE
MATTHEW B. RUBLE, P.A.
129 West Patrick Street
Suite 3
Frederick, Maryland 21701-5682
(301) 698-5000
matt@mbrlaw.com

A P P E A R A N C E S (Continued)

ON BEHALF OF DEFENDANT, JUSTIN HOLDER:

JUSTIN HOLDER, PRO SE

ON BEHALF OF DEPONENT, FREDERIC FREDERICK:

SARAH JAMES, ESQUIRE
Carr Maloney, P.C.
2020 K St NW
Suite 850
Washington, DC 20006
(202) 310-5539
sarah.james@carrmaloney.com

Also present: Adam Greivell, Esquire, Host

C O N T E N T

EXAMINATION OF FREDERIC FREDERICK	PAGE
By Mr. Holder	7, 128
By Mr. Ruble	85
By Mr. Neal	107

E X H I B I T S

FREDERICK DEPOSITION EXHIBIT	PAGE
1 Document, Bates Stamped S897	24
2 Request for Admission from Estes to Holder	24
3 Plat 10995	24
4 Plat 4040	24
5 Confirmatory Breach	24
6 Letter, 2/13/2020	38
7 FSA Letter and Drawings	46
8 Plat 5109	46
9 E-mail, FSA Communications	51
10 Plat 8961	76
11 Pictures	78
12 -- OMITTED --	
13 -- OMITTED --	
14 -- OMITTED --	

15 Letter 128
16 Document, LSMREPS.PDF 128
17 Liber 1015, Folio 796 135
18 Five-Drawing Overlay 135

(None marked.)

P R O C E E D I N G S

WHEREUPON,

FREDERIC FREDERICK,

having duly been sworn to tell the truth, the whole truth and nothing but the truth, testifies as follows:

EXAMINATION

BY MR. HOLDER:

Q Good morning, Mr. Frederick.

How are you today?

A Good morning. Fine. Thank you.

Q I was sued by Benjamin Estes for six counts, trespassing, damage of trees. Under the Natural Resource Article 5-409, a public nuisance, quiet title and ejectment.

Are you familiar with that lawsuit?

A Only what you just told me and by deposition. I did not see anything and I -- I'm not aware of anything more.

Q Okay. Have you spoken to Benjamin Estes in the last year?

west abutment, and then it went -- that -- that deed said it went down the creek and then after a call or two, it went to a stone. It wasn't clear, but that stone, in my opinion, had to be on the west side based on the deed -- historic deeds before Mr. Estes. And then it stayed on the ground. And, Mr. Holder, you may recall I met you out there, and showed you that you didn't own the creek as you go further around the creek beyond Estes. And you approached a neighbor and you were able to acquire that additional land from him so you could own to the creek.

Q So now you would say that Uncle Eddies -- and when you say "me," you meant me as manager of Uncle Eddies; right?

A Yes. Correct. Correct.

Q I know. I just want to specify for everybody else here, too. Okay.

So once Uncle Eddies made the purchase of Parcel 414, we talked about that maybe this meeting you're talking about with us happened maybe late March of 2018, would that be accurate?

parcel -- the deed for Parcel 414 was to maintain the creek as the boundary for those 12 calls?

A Well, our new -- our new boundary is for it to be in the creek. Yes, that's what -- that's what you wanted and when I wrote that description, we followed the creek.

Q Okay. And would -- and would you say the creek is -- is the metes and bounds in there?

MR. NEAL: Objection.

A Yes. Someplace in the creek is the metes and bounds between you and Mr. Smith. That was the intent.

Q Okay. And then we go down -- I'm sorry, I'm going back to L10 now. And we're going to make a few calls on land. It looks like, one, two, three, four calls on land, and then you -- you safely go back into Antietam Creek?

MS. JAMES: Objection.

A Correct.

MS. JAMES: You can answer.

A Correct. I believe that to be correct.

MR. HOLDER: Ms. James, what was the

evidence to this surveyor proves very strongly that it -- both parties knew that they owned to the west -- to the west side of the creek. "Both parties," being before 2018.

Q Was it your -- was it your firm in 1990 that changed the monuments to the fence and the blazed tree from the prior monuments?

A Yes. It was a more recent survey, a more accurate survey, and we were trying to do our best in following the footsteps of the original surveyor and the intent of -- of that deed.

Q So when you refer to the adjoiner's deed when you were answering Mr. Holder's questions about this, and that his historical deed called to the blaze tree and the fence, you were talking about the blazed tree and the fence monuments that your firm created in 1990; correct?

A We didn't create them. We found them.

Q Well, you added them to the description. For the first time ever, you added them to the descriptions as monuments?

A That's correct.

opinions you've already formed.

I don't want you coming up with opinions on the fly, so if I'm asking you something you haven't already formed an opinion on, please let me know.

Let's see. Do you have a license as a professional land surveyor or engineer or something like that?

A I do. Both professional land surveyor and professional engineer in the State of Maryland and some other states.

Q Have those licenses ever been revoked or -- or expired or anything like that?

A They have not.

Q Who's your current employer?

A I'm the president of Frederick, Seibert & Associates. I joined this firm in 1986. I joined with J. Harold Seibert, who was the county surveyor from 1941 to 1972. Our firm was founded in 1941 in Washington County, Maryland.

Q Have you given testimony in court before as a land surveyor expert?

court when he was against Mr. Estes the first time.

When -- when he was looking for something that would -- you know, in his opinion, he always, I guess, thought he went to the creek. And so I wrote that letter with the understanding that he and Mr. Estes were going to try to work things out.

Q All right. Now, the letter you sent referred to a deed at liber 454, folio 229.

Is this the deed you were talking about?

A I think they gave me another older one that said -- it was like a W -- I think there was an older one than that. But that is one that I did look at when -- that's the one they gave me the first time, that -- that I tried to plot to see how it could possibly fit in there and would it -- would it change any -- you know, decision or could it be plausible that maybe it went down the center line.

We do know that some places, it goes down -- I'm not going to say down the center line

CERTIFICATE OF SHORTHAND REPORTER-NOTARY PUBLIC

I, Sydney Crawford, the officer before whom the foregoing deposition was taken, do hereby certify that the foregoing transcript is a true and correct record of the testimony given; that said testimony was taken by me stenographically and thereafter reduced to typewriting under my direction; that reading and signing was not requested; and that I am neither counsel for related to, nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.

IN WITNESS WHEREOF, I have hereunto set hand and affixed my notarial seal this 24th day of May, 2021.

My commission expires: May 15, 2024

E-FILED; Washington Circuit Court
Docket: 6/13/2023 5:24 PM; Submission: 6/13/2023 5:24 PM
Envelope: 13044152

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN HOLDER	*	
Plaintiff	*	
v.	*	
	*	CASE NO.: C-21-CV-23-0000036
FREDERIC FREDERICK, *et. al,*	*	
Defendant(s)	*	

* *

AFFIDAVIT OF GEORGE NAGEL

1. I, George E. Nagel, am over 18 years of age, have personal knowledge of the acts set forth herein and am competent to testify.

2. I am a licensed Professional Land Surveyor in the State of Maryland, and my Maryland Registration No. is 21052, expiration date: August 24, 2024.

3. In my professional capacity I have reviewed and surveyed the portions of Plat Number 4040, 9186 and 10955 as recorded among the Land Records of Washington County, Maryland, that are relevant to the acts I set forth in this affidavit.

4. During the period of March 19, 2020, through April 28, 2020, I had occasion to be physically present on the land depicted on Plat Number 10955.

5. Plat Number 4040 depicts a blazed tree at the northwest end of the line designated as "L5".

6. I have reviewed the records from my survey work during the period of March 19, 2020, through April 28, 2020.

7. I recall looking for the blazed tree at or near the northwest end of the line designated as "L5" on Plat Number 4040 but I did not find or locate a blazed tree, a tree, a tree stump or any evidence that a tree had recently been removed. I did find and locate a rebar and cap in the specific area that Plat Number 4040 depicts as a blazed tree. Plat Number 4040 also depicts a fence post at the southeast end of the line designated as "L5". Plat Number 4040 further depicts a fence post at the southern end of the line designated "L4". Plat Number 4040 depicts "x markings" along the line designated as "L5", along the line designated as "L4", as well as a portion of the line designated with a bearing and distance of N 02° 51' 25" E 203.44'. Plat Number 4040 has a notation that states "Ex. Fence Line" and a leader to the line designated as "L4".

8. I have read and reviewed the deeds recorded in Liber 408, at folio 137 and in Liber 960, at folio 502, among the Land Records of Washington County, Maryland.

9. The blazed tree, the fence posts, and the fence depicted on Plat Number 4040 were not included as calls in the description of property as written in the deeds recorded in Liber 408, at folio 137 and in Liber 960, at folio 502.

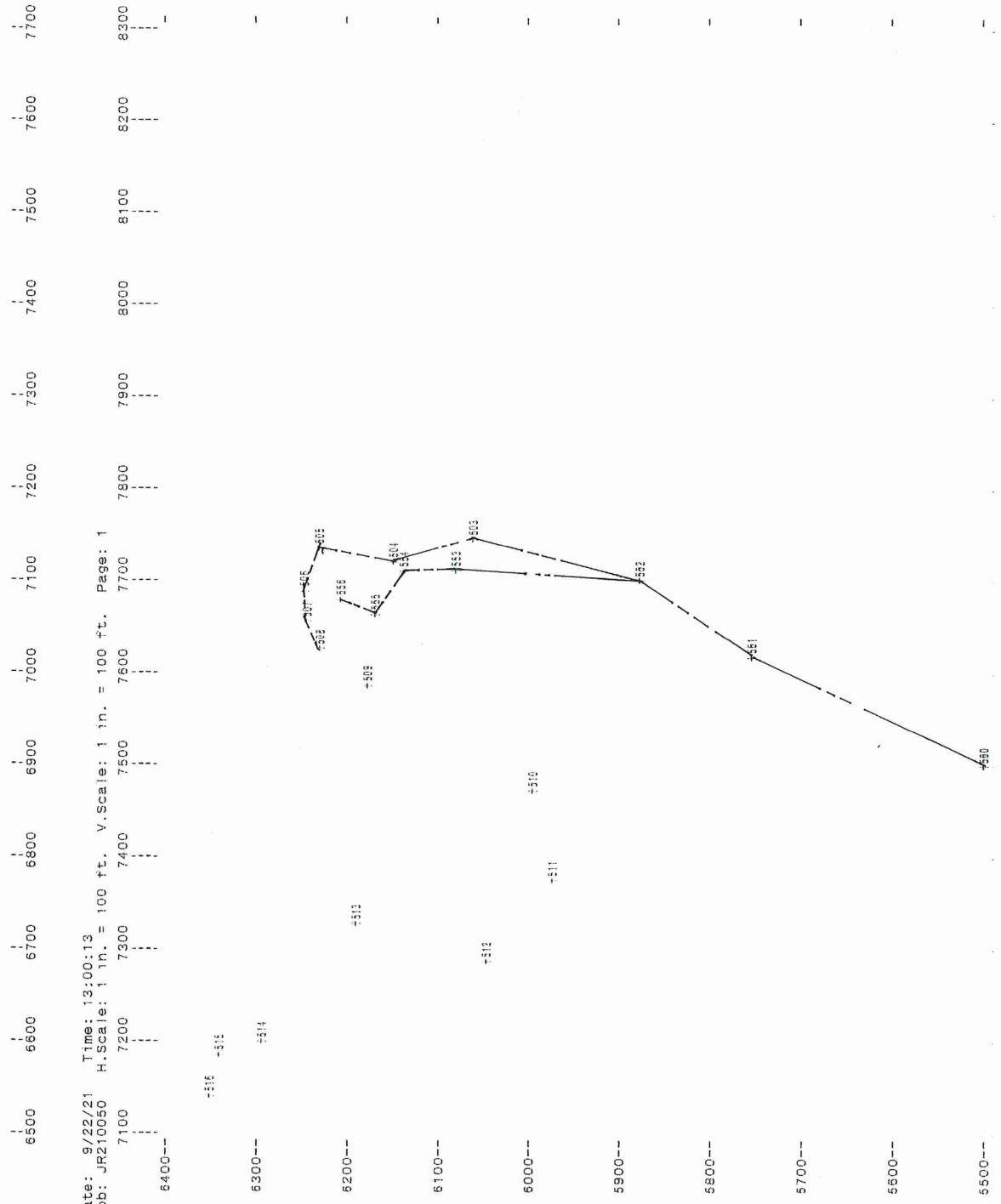
10. I have reviewed the document titled "Exhibit G9", and I have attached "Exhibit G9" to this affidavit. Based on my review of these documents, and my professional background, training, and experience, to a reasonable degree of probability in the field of land surveying, I am able to determine that on "Exhibit G9" the lines beginning at 562 and running through 503 to 504 appears to be a graphic representation of the 3rd and 4th lines of the description in the deed recorded in Liber 408, at folio 137; and the 15th and 16th lines of the description of Parcel No. 1, Tract A in the deed recorded in Liber 960, at folio 502. On "Exhibit G9" the lines beginning at 562 and running through 553, 554, and to 555 appears to be a graphic representation of the line designated with a bearing and distance of N 02° 51' 25" E 203.44', and of the lines designated as "L4" and "L5" as they are depicted on Plat 4040.

11. Based on my review of these documents, and my professional background, training, and experience, to a reasonable degree of probability in the field of land surveying, I am able to determine that the lines illustrated on "Exhibit G9" appear to be a graphic representation of the apparent deed overlap between the boundary lines depicted on Plat Numbers 4040, 9186, 10955 and the property descriptions contained in the deeds recorded in Liber 408, at folio 137 and in Liber 960, at folio 502.

I, George Nagel, hereby declare or affirm under the penalties of perjury and personal knowledge that the facts 1 through 11 above and matters set forth in the forgoing "AFFIDAVIT OF GEORGE E. NAGEL" are true.

06/13/2023

George E. Nagel Date


Date: 9/22/21 Time: 13:00:13
Job: JR210050 H.Scale: 1 in. = 100 ft. V.Scale: 1 in. = 100 ft. Page: 1
6500 6600 6700 6800 6900 7000 7100 7200 7300 7400 7500 7600 7700 7800 7900 8000 8100 8200 8300 8400
7100 7200 7300 7400 7500 7600 7700 7800 7900 8000 8100 8200 8300 8400
6400 6300 6200 6100 6000 5900 5800 5700 5600 5500

ESTES 1360

FSA
FREDERICK, SEIBERT & ASSOCIATES, INC.

CIVIL ENGINEERING | SURVEYING | LANDSCAPE ARCHITECTURE

February 13, 2020

Justin Holder

RE: FSA Survey dated 2018 for Uncle Eddie's Broken Down Palace (Justin Holder) and FSA original survey dated 1993 for Richard Jolles and recorded at Washington County Plat No. 4040

Dear Mr. Holder,

Per your request I have plotted the old deed for you property and have shown in red overlaying our boundary survey for Uncle Eddie's Broken Down Palace. This red line which is deed plotting of Liber 154, folio 229 does appear to take the boundary much closer to the western edge of Little Antietam Creek or into Little Antietam Creek.

However, when I look at the adjoining deed for Ben Estes when I trace it back the older description (Liber 960, folio 502) that deed runs in the reverse direction and although the bearings and distances match very well, the calls are slightly different. For example that deed says "thence with said deed crossing Little Antietam, S 24° W 4 ¾ perches to a stone, thence S 19° E 5 ½ perches, S 10 1/2° 11 ½ perches, thence S 31° W 9 perches, thence S 20° W 17 Perches. Please note that first line of S 24° W 4 ¾ perches to a stone clearly indicates that it goes across the creek and hits land for it to call out for a stone. Then the balance of those calls never call for running down the creek or along the west bank even though the bearings and distances match your adjoining deed.

Secondly, when I do plot your deed the second to last call does not have a distance and the final call basically says along the railroad right-of-way to the place of beginning and therefore, it is a forced closure. Thus, I cannot prove the accuracy of that 1800's deed. What I do know about an 1800's deed is that it was done using a chain and a compass or old transit and is not nearly as accurate as today's survey standards.

Finally, when we did the first survey in this neighborhood it was the 1993 survey for Richard Jolles and recorded at Washington County Plat folio 4040. When we did that survey and we crossed the creek onto your side of the creek we found old evidence of a blazed tree and fence post and a fence line and it was our intent to try to follow what we believed was the intent of the old deed and thus we held those old possession lines. We do note that other than the most northern area of this boundary dispute between you and Mr. Estes the southern two lines do fall either in the creek or on the very edge of the west bank and therefore there should be little or no discrepancy of your boundaries in that area.

I hope this information sheds some light on how surveyors try to resolve these old boundary descriptions and most importantly I hope you and Mr. Estes can come to terms on settling

fsa-md.com

HAGERSTOWN, MD
128 S. Potomac Street
Hagerstown, MD 21740
301.791.3650

GREENCASTLE, PA
20 W. Baltimore Street
Greencastle, PA 17225
717.597.1007

CARLISLE, PA
505 S. Hanover Street
Carlisle, Pa 17013
717.701.8111

SHERMANS DALE, PA
P.O. Box 387
Shermans Dale, Pa 17090
717.567.3680

Exhibit G4

whatever your differences are and especially with this tiny parcel of ground that is physically separated by Little Antietam Creek from the bulk of Mr. Estes ground but recognizing in 1993 we did find old fence line and possession line of that area when surveying for Richard Jolles who was a predecessor in title to the Estes property.

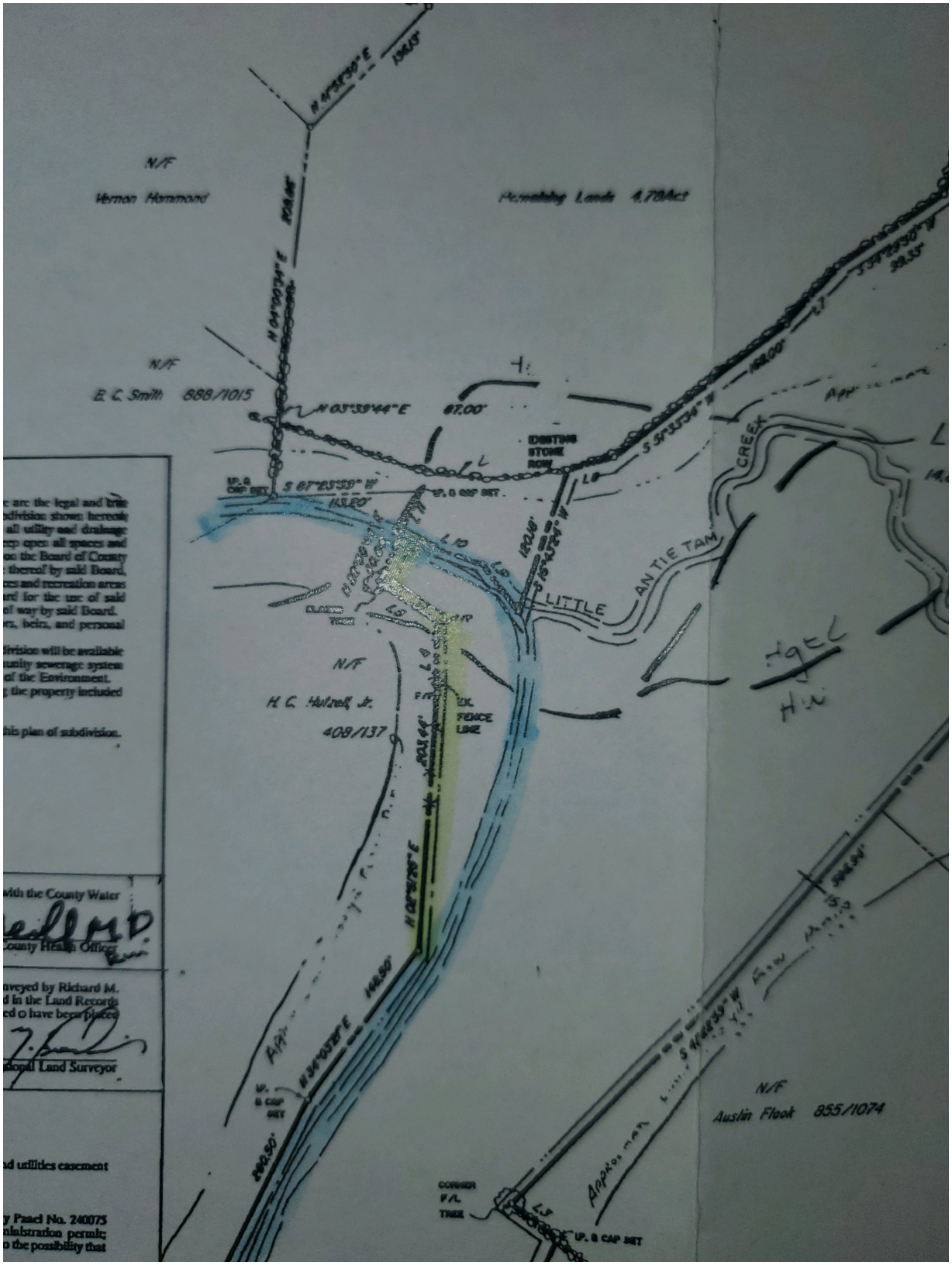
Sincerely,
FREDERICK, SEIBERT AND ASSOCIATES, INC.

Frederic M. Frederick, RLS, PE
President

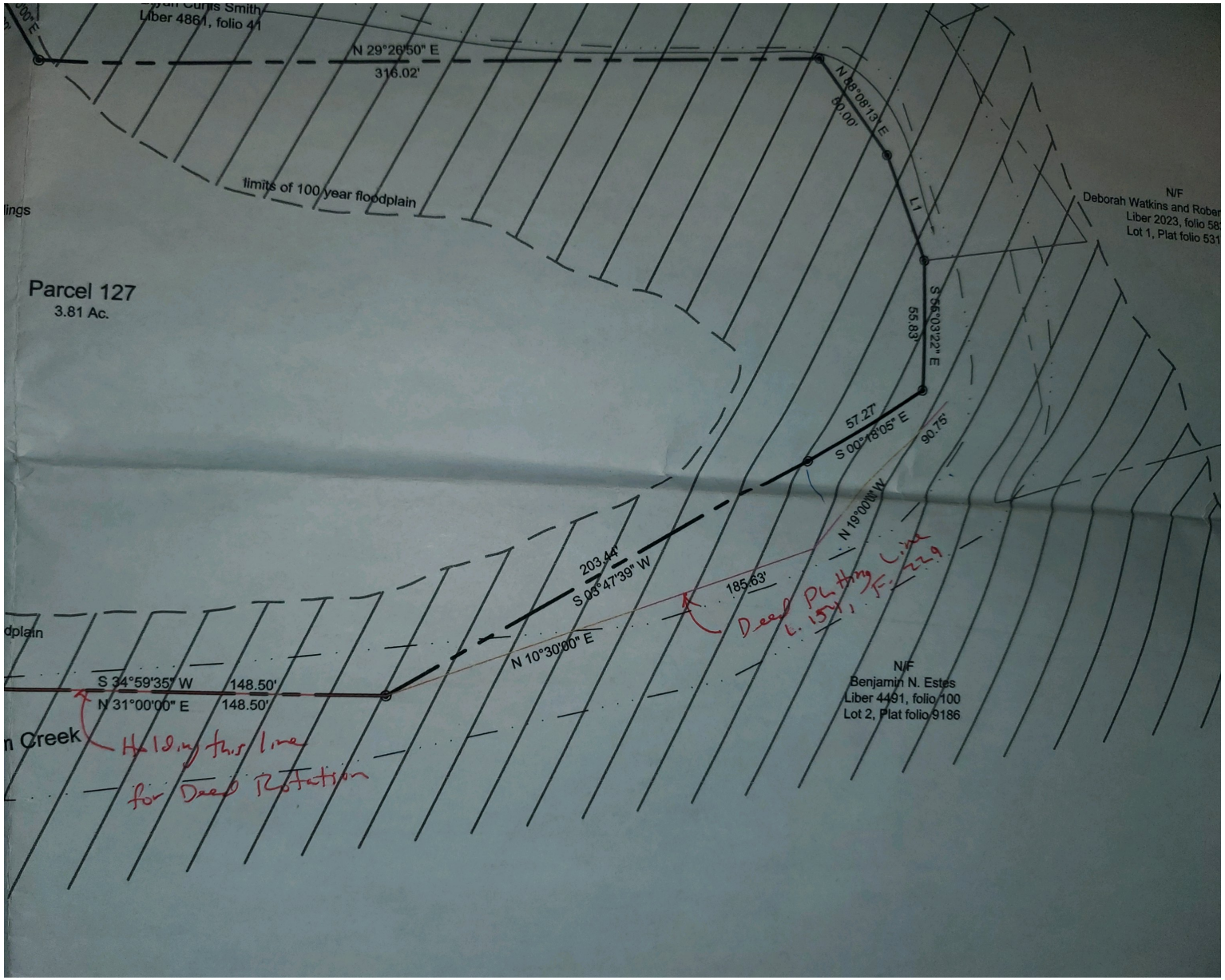
Attachments: Boundary Survey for Uncle Eddies with redline of old deed line (Liber 154, folio 229)
Original 1993 survey for Richard Jolles as recorded in Plat folio 4040

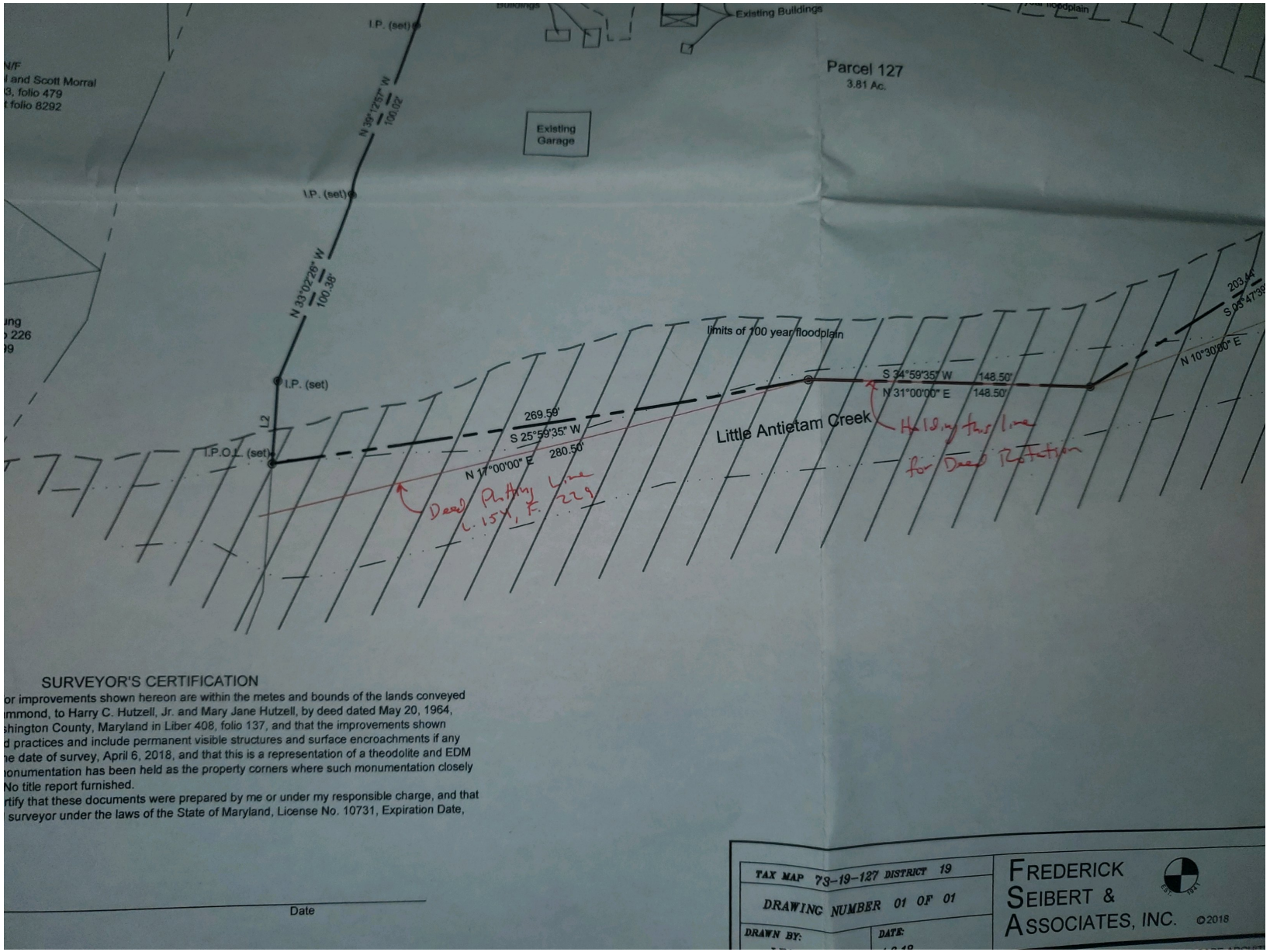
FMF/vab.7412 letter

WASHINGTON COUNTY CIRCUIT COURT (Subdivision Plats, WA) Plat 4040, MSA_S1255_902. Date available 1993/04/08. Printed 02/13/2020.
Maryland State Archives
VICINITY MAP
WASH. CO. PLAT NO. 4040
Filed and Recorded
APR 6 1993
Clerk of Circuit Court
CERTIFICATE OF APPROVAL
FINAL APPROVAL GRANTED
DATE 4-5-93
THE TOWN OF KEEDYSVILLE
BY
OWNER:
Richard Jolles
22 Mt. Hebron Road
Keedysville, Maryland 21756
FREDERICK, SEIBERT & ASSOCIATES, INC.
Civil Engineers • Surveyors • Landscape Architects • Land Planners
PRELIMINARY/FINAL PLAT OF SUBDIVISION OF LOT 1
for
RICHARD JOLLES
situate along the north side of Mt. Hebron Road
in
Washington County, Maryland
LOT 1
MT. HEBRON ROAD
HSA SSA 1255-902


N/F
Vernon Hammond
Homesteading Lands 4.70Acs
N/F
E. C. Smith 888/1015
N 03°39'44" E 87.00'
S 87°25'35" W
IRS,EO
IRON STONE ROCK
LITTLE ANTIE TAM CREEK
N/F
H. C. Holtzclaw Jr.
408/137
FENCE LINE
CORNER F/L TREE
UP, B CAP SET
N/F
Austin Flook 855/1074
with the County Water
County Health Officer
surveyed by Richard M.
in the Land Records
have been placed
Registered Land Surveyor
and utilities easement
y Parcel No. 240075
nistration permit;
the possibility that

Boundary Survey
for
Uncle Eddie's Broken
Down Palace, LLC
situate at 29 Antietam Drive, Keedysville
WASHINGTON COUNTY, MARYLAND
FREDERICK SEIBERT & ASSOCIATES, INC.
GRAPHIC SCALE
1 INCH = 50 FEET
Little Antietam Creek
Parcel 127
3.81 Ac.
MD GRID NORTH
Existing Dwelling #29
Existing Garage
Existing Buildings
Existing Cistern
Existing Driveway
Existing Access to Antietam Drive Per Plat Folio 8292
N/F Dan Ryan Builders Mid-Atlantic, LLC Liber 3424, folio 424
N/F Jonathan Haas and Rhiannon Haas Liber 5538, folio 329 Lot 7, Plat folio 8292
N/F Mandi Ghee and Christopher Wetzel Liber 5586, folio 216 Lot 6, Plat folio 8292
N/F Christine Morral and Scott Morral Liber 5471, folio 609 Lot 5, Plat folio 8292
N/F David Sowers and Mandy Sowers Liber 5471, folio 609 Lot 1b, Plat folio 8292
N/F Jeffrey L. Young Liber 3424, folio 424 Plat folio 2499
N/F MD Natural Resources Liber 1015, folio 798
N/F Carl French Liber 0598, folio 488
N/F Brian Curtis Smith Liber 4991, folio 46
N/F Deborah Watkins and Robert Watkins Liber 2923, folio 0263 Lot 1, Plat folio 0311
N/F Boonsboro YE Equity Liber 4951, folio 100 Lot 2, Plat book 198
TBM of 100 (near hydrant)
TBM of 100 (near hydrant)
I.P. (set)
I.P. (set)
I.P. (set)
I.P. (set)
I.P. (set)
I.P. (set)
TBM of 100 (near hydrant)
N 33°10'26" W 100.38'
N 39°12'57" W 100.02'
N 41°09'39" W 100.15'
N 46°35'58" W 101.15'
N 42°34'12" E 87.38'
N 14°40'18" E 52.51'
S 61°15'10" E 50.04'
S 45°43'35" E 69.11'
S 35°00'00" E 98.69'
N 29°29'00" E 334.62'
N 10°30'00" E 209.44'
S 54°47'55" W 193.65'
N 19°00'00" W 87.27'
S 56°03'27" E 66.63'
S 31°00'00" E 148.50'
S 54°59'35" W 269.58'
N 79°00'00" E 269.58'
S 25°59'35" W 269.58'
Little Antietam Creek
Little Antietam Creek
Ryan Builders Property Line
Ryan Builders Property Line
Ryan Builders Property Line


Liber 4861, folio 41
N 29°26'50" E
316.02'
N 48°08'13" E
80.00'
L1
limits of 100 year floodplain
N/F
Deborah Watkins and Rober
Liber 2023, folio 58
Lot 1, Plat folio 531
Parcel 127
3.81 Ac.
S 55°03'22" E
55.83'
57.27'
S 00°48'05" E
90.75'
N 19°00'00" W
203.44'
S 05°47'39" W
185.63'
N 10°30'00" E
Deed Plotting Line
L. 1534, F. 229
S 34°59'35" W
148.50'
N 31°00'00" E
148.50'
Holding this line
for Deed Rotation
N/F
Benjamin N. Estes
Liber 4491, folio 100
Lot 2, Plat folio 9186



SURVEYOR'S CERTIFICATION

or improvements shown hereon are within the metes and bounds of the lands conveyed
mmond, to Harry C. Hutzell, Jr. and Mary Jane Hutzell, by deed dated May 20, 1964,
shington County, Maryland in Liber 408, folio 137, and that the improvements shown
d practices and include permanent visible structures and surface encroachments if any
ne date of survey, April 6, 2018, and that this is a representation of a theodolite and EDM
onumentation has been held as the property corners where such monumentation closely
No title report furnished.
rtify that these documents were prepared by me or under my responsible charge, and that
surveyor under the laws of the State of Maryland, License No. 10731, Expiration Date,

Date

TAX MAP 73-19-127 DISTRICT 19

DRAWING NUMBER 01 OF 01

DRAWN BY:

DATE:

FREDERICK SEIBERT & ASSOCIATES, INC. ©2018

IN THE CIRCUIT COURT FOR
WASHINGTON COUNTY, MARYLAND

Benjamin Estes,	)	
Plaintiff,	)	
V.	)	Case No.
Justin Holder, Et Al,	)	C-21-CV-20-000430
Defendants.	)	

Deposition of: John Dowling
March 18, 2022

Held at: 308 West Chapline Street (Via Zoom)
Sharpsburg, Maryland 21782

Jackie Smith, Court Reporter
P.O. Box 143
Boonsboro, Maryland 21713
(301) 326-5199

Exhibit G8

A P P E A R A N C E S

PRO SE PLAINTIFF:

Benjamin Estes

PRO SE DEFENDANT:

Justin Holder

C O N T E N T S

JOHN DOWLING: PAGE

Examination by Mr. Holder 4

Examination by Mr. Estes 125

P R O C E E D I N G S

(9:00 a.m.)

JOHN DOWLING,

having been first duly sworn, testified on oath as follows:

EXAMINATION

BY MR. HOLDER:

Q. Today is Friday, March 18, 2022. This is a continuation of a deposition of plaintiff's expert, John Dowling, in Case C-21-CV-20-000430. It's continued from March 1st. Mr. Dowling asked that the deposition be continued. He hadn't reviewed pertinent documents to his opinions; specifically, a deed recorded at Liber NN Folio 520 of the Washington County land records, the opinion upon which Mr. George Nagel relied and he was here to rebut. Mr. Dowling, upon his embarrassment, asked for time. I gave him time and I asked for plaintiff to produce the witness. It's 9:02 a.m., and the witness has not entered the Zoom session.

MR. ESTES: He will be here in a second, Mr. Holder.

MR. HOLDER: I am going to go off the record, and pause, and wait until he shows up.

MR. ESTES: I need a video recording, sir.

in the preliminary plat of subdivision of Lot 2 for M. Yvonne and Maxwell B. Hope, prepared by Frederick, Seibert & Associates, Incorporated dated September 27, 2006, designated as Job No. 19627.2 recorded in plat Folio 9186 among the plat records for Washington County.

Mr. Dowling, does that accurately describe your opinion that you found?

A. Hang on a second.

MR. ESTES: I'm waiting on that recording, Mr. Holder. What are you so afraid of? That's what I don't understand.

MR. HOLDER: Your comments are very inappropriate, sir.

A. Yes.

Q. Okay. So the shared boundary line for the property of Uncle Eddie's Brokedown Palace is accurately described on Plat 9186?

A. Well, I mean, again, going back to the deviation, there is a deviation at the third line up from the creek. I mean, I have said that consistently.

Q. Well, that's why I was just asking. I believe this was maybe filed before you had provided an opinion to the plaintiff. It looks like the certificate of service on it is the 18th day of November.

Do you know when you provided an opinion to Mr.

Neal?

A. I have not provided a written opinion to anyone. I had a meeting with then counsel, and we talked about the issue.

Q. I believe Mr. Neal told me that meeting was December 1st.

A. Without going back and looking at records or anything like that, I had a meeting with him. I don't remember exactly.

Q. Okay. So it's possible he wrote this opinion prior to the meeting and he sort of just --

MR. ESTES: Objection.

THE WITNESS: I have no idea. I can't remember. I know I met with him in my office, and I said to him what the situation was, that there was a deviation from the common lines from over 100 years ago, but based on my conversation with Mr. Frederick, that he was holding a line of possession.

BY MR. HOLDER:

Q. And that's going to be what is the line between the blaze tree and the two fence posts before it goes back into the second line coming from the south to the north?

A. As I said, it's the third line up from the railroad.

Q. Okay. And then on the common lines, there's only two lines there before it gets to the stone near the bank of the creek where on Frederick's survey there's three lines?

A. Until it gets --

Q. Where it crosses the creek there. I'm sorry?

A. Yes. I mean, if you look at that, there is a deviation from Frederick's to a portion that was outside of the title lines of the original conveyance to you. And going back into one that you had me look at, at NN520, there is a portion of land at that position, I would say at the north end of your property where the lines deviate from the tract line is going back to the 1890s, and in your case, 1832.

Q. Would it be fair to say that the NN520 deed is the senior deed?

A. I wouldn't characterize it. I would characterize it that it's an older deed.

Q. Have you found a deed in land records in your research older than NN520 where that shared boundary at the four lines is?

A. As I have consistently said, I didn't think, from this particular situation, that it was worthwhile going back any where further than the 1890s.

Q. So you were hired to rebut George Nagel's

opinion, who took the title back at 1832, but you didn't find it appropriate?

A. Well, if you look at the description of 1832, it fits hand in glove with the description on the Estes side from 1893.

Q. The four courses coming up the creek from the railroad, those four lines?

A. They are the same.

Q. They are the same for hundreds of years, almost 200?

A. Well over a hundred years.

Q. 1832, possibly 190 years?

A. Well, I will defer to your superior -- yes, I'd have to write the two down and see where it is, whatever the distance is, but yes, it's close to 190 years.

Q. So would it be fair to say in the northern end of Plat 9186, it is not accurate to describe the title lines?

A. It's accurate in the sense that, again, as I have said consistently -- excuse me. Hang on one second while I dispose of this. I thought I had it muted. I apologize.

If you look at the 1832 description, it runs common with the descriptions on the Estes side, but then

MR. ESTES: I will object. This goes well outside the scope of my --

THE WITNESS: I don't know how many times I have to say it, but I clearly say that the lines to the survey, two lines above the creek deviate from the title lines. There is no question about that.

Q. I appreciate that.

A. I have said it more than once.

Q. Okay. That was the answer I was looking for. I appreciate that.

And down here in the opinion, it says, among other things, Mr. Dowling is expected to opine that a number of factors contributed to his opinion that the shared boundary line is consistent with Plat 9186, including the title deeds contain specific courses and distances for the shared boundary line. The title deeds do not indicate that the shared boundary line is binding on the creek and the existence of the fence line and the location of the starting point of the description.

Did you find that fence line located in any prior title deeds when you did your prior title work?

A. No. There is nothing in the title work which says that there is a fence line right there, but it's, clearly, for over 20 years from earlier work, that the line was in place. It was in place. It goes back to

west than either Frederick or Nagel has shown on any of their previous surveys, but that's holding that position, so that makes me somewhat suspicious. And also, the fact that the calls in all the descriptions are for something at the west end of the abutment, not in the stream. And I am looking at Nagel's, and he seems to have that line ending in the stream, and then he runs out the center of the stream, which I don't think honors the calls.

So, yes, if and when this goes to trial and he produces survey evidence to show that the BQT stone is, indeed, the stone that was called for in the 1832 survey, you know, it could be found, a stone, at the beginning of that survey down closer to the turnpike, I would have to say, you know, I would have to see the evidence. And then if he has the evidence, that would rule the day.

Q. So my understanding is, you agree that the title deed the NN520 does call for a stone in that general location. You just want to find some other monumentation to actually confirm that that stone is, in fact, the stone that was called for?

A. Yes. It calls for a stone. That's the end of the third line of NN520, and it calls for a stone.

Q. I pulled up the NN520 deed. It was exhibit

expected -- they told me you were going to opine about Mr. Frederick's testimony.

A. My charge that I was presented with was Mr. Frederick's didn't want to stand behind his recorded survey. When I looked at it, I said I would look at the title and look at the survey, and I'd look at other instruments and I'd come up with it. What I came up is like everything, the properties run together, historically, to a certain point, and then they deviate, and the deviation is based on a line of possession. I am out and I see possession of something like that and that 20 years, I do something and follow-up and say, hey, you ought to come to a line of agreement with your neighbor or file a quitclaim deed or do something. What they did is they recorded a survey, which is notice, constructive notice, to anybody in the land records. And you signed off on the record plats that he did for you, the parcel reconfiguration in 1919.

Q. Right. Okay.

A. So here it is, I am looking at it, it's kind of like you adopted that line. You guys never -- I don't believe you put like a confirmatory deed on it, on the record. You were still using the old descriptions.

Q. So you said at the beginning of this, you said Frederick wouldn't stand behind the survey?

A. Obviously, he did it, and I heard some talk, and I haven't followed up on it, but that you filed a complaint against him with the board. I don't know anything. I think that's what he said to me, that as far as his properties, he is not a happy camper.

Q. You just said he woudn't stand behind his survey?

A. Obviously, he signed and sealed it, and he thinks it's correct, but he wouldn't testify in court that it was correct. And I am willing to testify in court that it matches the title lines, except for the one place that it deviates. And there is no question in my mind that the creek is part of the Estes property. That's my position, the long and short of it. And I realize that, unlike your surveyor, I visited the site, but I haven't surveyed the site, and I am adopting and saying, I don't know him personally. I know of him. I know he's been a surveyor for a long time. The survey matches the historical lines from my other profession, looking at titles. That's the long and short of what I'm saying.

Q. Have you read this deed at Book 6070, Page 220, were you given that as a reason to see if it went along with Plat 10955?

A. I believe I have looked at this.

title to NN520 in order to rebut Mr. Nagel's opinion?

A. Certainly. If this goes to trial, I certainly will. And if I have a copy of Mr. Frederick's letter, I will read it, but I will certainly read both depositions, if this goes to trial. That's a given.

Q. Okay. And do you foresee that changing your opinion?

A. If something came up, but my basic opinion is that the lines were the same until the 1993 deviation, and the properties fit together and they deviated there. And the lines were based on the calls clearly on the creek on the Estes property.

Now, going back, that's historically going back. Then you look at things from a point of view from where we are today, is the water over into those points. It clearly says the west bank of the creek, the west bank. Creeks aren't -- they change.

Q. And the NN520 call to the creek is a monument?

A. It calls to the creek.

Q. Okay. I think that given your limited ability to really review what Mr. Nagel has done, as far as title, I would ask that if you are going to provide an opinion letter, that Mr. Estes re-produce you for further deposition so that I don't go to court with a

RECEIVED 06/27/2022 01:09PM
From:UPS Store 6246 2404206790 06/27/2022 12:31 #147 P.001

IN THE CIRCUIT COURT FOR
WASHINGTON COUNTY, MARYLAND:

I, Jackie Smith, Court Reporter in and for the aforesaid County and State, do hereby certify that the foregoing is a true and correct transcription of the deposition of John Dowling in the matter of Benjamin Estes vs. Justin Holder, Et Al, Case No. C-21-CV-20-000430 held on the 18th day of March, 2022.

Given under my hand this 22nd of June, 2022.

Jackie Smith

Jackie Smith, Court Reporter
P.O. Box 143, Boonsboro, MD 21713
(301) 326-5199

My Commission Expires: March 30, 2024

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN HOLDER	*	
Plaintiff/Counter-Defendant	*	
v.	*	CASE NO.: C-21-CV-23-00036
FREDERIC FREDERICK, *et al.,*	*	
Defendant(s)/Counter-Plaintiff(s)	*	

* *

AFFIDAVIT

1. My name is Justin K. Holder, I am over 18 years of age, having personal knowledge of the acts set forth herein and I am competent to testify.

2. Kevin Murphy, on Nov. 16th, 2022, Savannah Selvaggio, on Oct.3rd, 2022, and Sarah James, on Aug. 31st, 2021 have represented to this court in Case C-21-CV-20-430 (*Estes v. Holder*) the material fact that their client, Frederic Frederick:

> performed a survey for ***Ellis Remsburg in the late 80's and Richard Jolles in the early 90's of this same Estes property.*** He also performed a survey of Mr. Holder's (Uncle Eddie's Broken Down Palace) boundary line in 2018. ***Mr. Frederick only used public records in performing the surveys on the Holder and Estes properties*** and has already provided Mr. Holder with copies of everything he used in arriving at his final boundary decisions.

3. I sent an email to Kevin Murphy, Savannah Selvaggio, and Sarah James on May 13, 2023, 8:41PM wherein said email I made "a very straightforward and easy request for redress, [explaining] I would simply request that the Attorneys take remedial measures with the Washington County Circuit Court to correct a false statement of fact," and I included the following proffer to provide notice to those attorneys:

> **THE TESTIMONY OF MR. FREDERICK**
>
> On April 27th 2021 Mr. Frederick (Sarah James, Esq. was present at said deposition) was asked:
>
> "Was it your Firm in 1990 that changed the monuments to the fence and the blazed tree from the prior monuments...talking about the blazed tree and the fence monuments that your firm created in 1990; correct...added them to the description. ***For the first time ever, you added them to the descriptions as monuments***?" (Emphasis Added) *See Ex. A* at p. 105:5-22.

Mr. Frederick answered unambiguously under penalties of perjury, "***Yes...That's correct.***" *Ex. A* at p. 105:5-22.. *See also Ex. A* at p. 13:1-3 ("that deed said it went down the creek and then after a call or two, it went to a stone" (that Frederick changed to the "blazed tree" and "possession fence" in 1990 discussed *supra*.)

UNDISPUTED FACTS

When Mr. Frederick performed a survey for Ellis Remsburg in the late 80's and Richard Jolles in the early 90's of this same Estes property, Mr. Frederick DID NOT USE ONLY PUBLIC RECORDS. For the first time ever, Mr. Frederick added the "blazed tree" and "[Ex.] fence[line]" monuments to the descriptions and placed them in the Public record.

"Mr. Frederick only used public records in performing the surveys on the Holder and Estes properties," is indisputable materially false statement of fact.

Sarah A. James, Esquire, CPF#2006230004; Savannah Selvaggio, CPF 1912180033; and Kevin M. Murphy, AIS# 8501010436, all part of the law firm Carr Maloney P.C; papers filed to the tribunal in case C-21-CV-20-430"make a false statement of fact ";

Sarah A. James, Esquire, CPF#2006230004; Savannah Selvaggio, CPF 1912180033; and Kevin M. Murphy, AIS# 8501010436, all part of the law firm Carr Maloney P.C; have "fail[ed] to correct a false statement of material fact...previously made to the tribunal by the attorney"; and

"If an attorney has offered material evidence and comes to know of its falsity, the attorney shall take reasonable remedial measures" which Sarah A. James, Esquire, CPF#2006230004; Savannah Selvaggio, CPF 1912180033; and Kevin M. Murphy, AIS# 8501010436, all part of the law firm Carr Maloney P.C; have not thus far done so.

Case C-21-Cv-20-430 HAS NOT CONCLUDED and Sarah A. James, Esquire, CPF#2006230004; Savannah Selvaggio, CPF 1912180033; and Kevin M. Murphy, AIS# 8501010436, all part of the law firm Carr Maloney P.C; duties in accordance with Md. Rule 19-303.3 continues.

4. Since May 13, 2023, 8:41PM, Kevin Murphy, Savannah Selvaggio, Sarah James, James Steele, Frederic Frederick, Benjamin Estes, Aaron Neal, Mark Schweitzer, or any other human being on the planet have not provided myself, or the court with a copy of the "public records," and/or "prior deeds" that contain a "blazed tree," or "Ex. fenceline" monument, and that were recorded prior to when Frederic Frederick

"performed a survey for ***Ellis Remsburg in the late 80's and Richard Jolles in the early 90's of this same Estes property."***

5. Since May 13, 2023, 8:41PM, I have sent over a dozen emails, to Kevin Murphy, Savannah Selvaggio, Sarah James, and/or James Steele which challenged them to produce the "public records" and/or "prior deeds" and they can not, or will not do so.

6. I have sent a Subpoena to Kevin Murphy, Savannah Selvaggio, and Sarah James which requested that they provide the "prior deeds" and/or "public records" to me and I would release the Subpoena, they did not produce the "public records" and/or "prior deeds," but instead moved to Quash the Subpoena.

7. I sent an email to Kevin Murphy and James Steele (and other parties) on Fri, Dec 8, 12:02PM wherein I explained that:

> What is peculiar is that your client(s) do not want to make any good faith attempt to settle, but it is obvious that they can not produce the "prior deeds" and/or "public records" that would back up their representations to the court, and the world. So therefore I am going to take a chance (not a very big risk considering my knowledge, experience, Frederick's testimony, and the record of our dispute) and continue to call yourself, your firm and your client "frauds and liars."
>
> **I told you that if you do produce those "public records" and/or "prior deeds" I would withdraw my claims.** The fact that those items are not being produced is strong evidence they do not exist.

8. I sent an email to Kevin Murphy and James Steele (and other parties) on Tue, Dec 12, 11:18AM wherein I explained that:

> Finally I would note that I understand you say you deny the allegations that your firm cannot and will not produce the prior deeds or public records. **However, that seems ridiculous and light of the fact that I told you and your firm and your client that I will withdraw my claims if and when your firm does produce the prior deeds and/or public records.**
>
> It is your firm and your client, [t]hat holds the key to his own prison cell. All your firm or your client needs to do is produce those "prior deeds" [and/]or "public records," [a]nd this can all go away. I don't think you can. I think your firm is a fraud, that is our problem mister [S]teel[e].

9. I have made an extensive and exhaustive search of the Washington County, Maryland land records, and the public records of Maryland, and I can not locate any

"public records," and/or "prior deeds" related to the subject properties in this above captioned matter, that contain a "blazed tree," or "Ex. fenceline" monument, and that were recorded prior to when Frederic Frederick "performed a survey for ***Ellis Remsburg in the late 80's and Richard Jolles in the early 90's of this same Estes property."***

10. I have sent an exhaustive amount of emails to Kevin Murphy, Savannah Selvaggio, Sarah James, and James Steele, as well as Subpoenas, and made repeated challenges in my papers and pleadings that Kevin Murphy, Savannah Selvaggio, Sarah James, and James Steele can not produce the "prior deeds" and/or "public records," but they have thus far refused to produce those "prior deeds" and/or "public records" to me in any way shape or form whatsoever.

11. I believe myself to be a reasonable prudent person, competent in the land records with 4 years of experience searching for deeds and title, and searching Caselaw.

12. I believe that Kevin Murphy, Savannah Selvaggio, Sarah James, and Jame Steele have been placed on notice that their representations to the court described in ¶ 2 *supra* are patently false, and any reasonable prudent person's suspicion would be aroused by the proffer I made to them in ¶ 3 *supra.*

13. I believe I have substantial justification, and a good faith basis to classify James Steele, Kevin Murphy, Sarah James, Savannah Selvaggio, and Frederic Frederick as "frauds," and "liars."

14. I believe that any reasonable person that made a statement that a "prior deed" and/or "public record" existed would have simply produced that document/record/deed after the numerous challenges, subpoenas, and/or emails, rather than file a Petition requesting the complaining party be enjoined from the docket of the court.

15. I believe any reasonable person that reads this affidavit would agree that if James Steele, Kevin Murphy, Sarah James, Savannah Selvaggio, and Frederic Frederick can not produce the "public records" and/or "prior deeds," that they did make a false representation to the court in Case C-21-Cv-20-430 (*Estes v Holder*).

I, Justin Holder, hereby declare or affirm under the penalties of perjury and personal knowledge that the facts 1 through 15 above and matters set forth in the forgoing § titled **"AFFIDAVIT"** are true and correct; and (1) the filer has read the entire document (limited to pertinent pages where so stated); (2) the filer has not altered, or authorized the alteration of, the text of the verified material; and (3) the filer has personally filed the submission pursuant to Rule 20-108.

Justin K Holder 12/12/2023
Justin K. Holder, *Pro Se*[1]

[1] *"signer's digital signature [affixed] to the document." Rule 20-107 - Mdec Signatures, Md. R. Elec. Fil'g & Case Mgmt. 20-107*

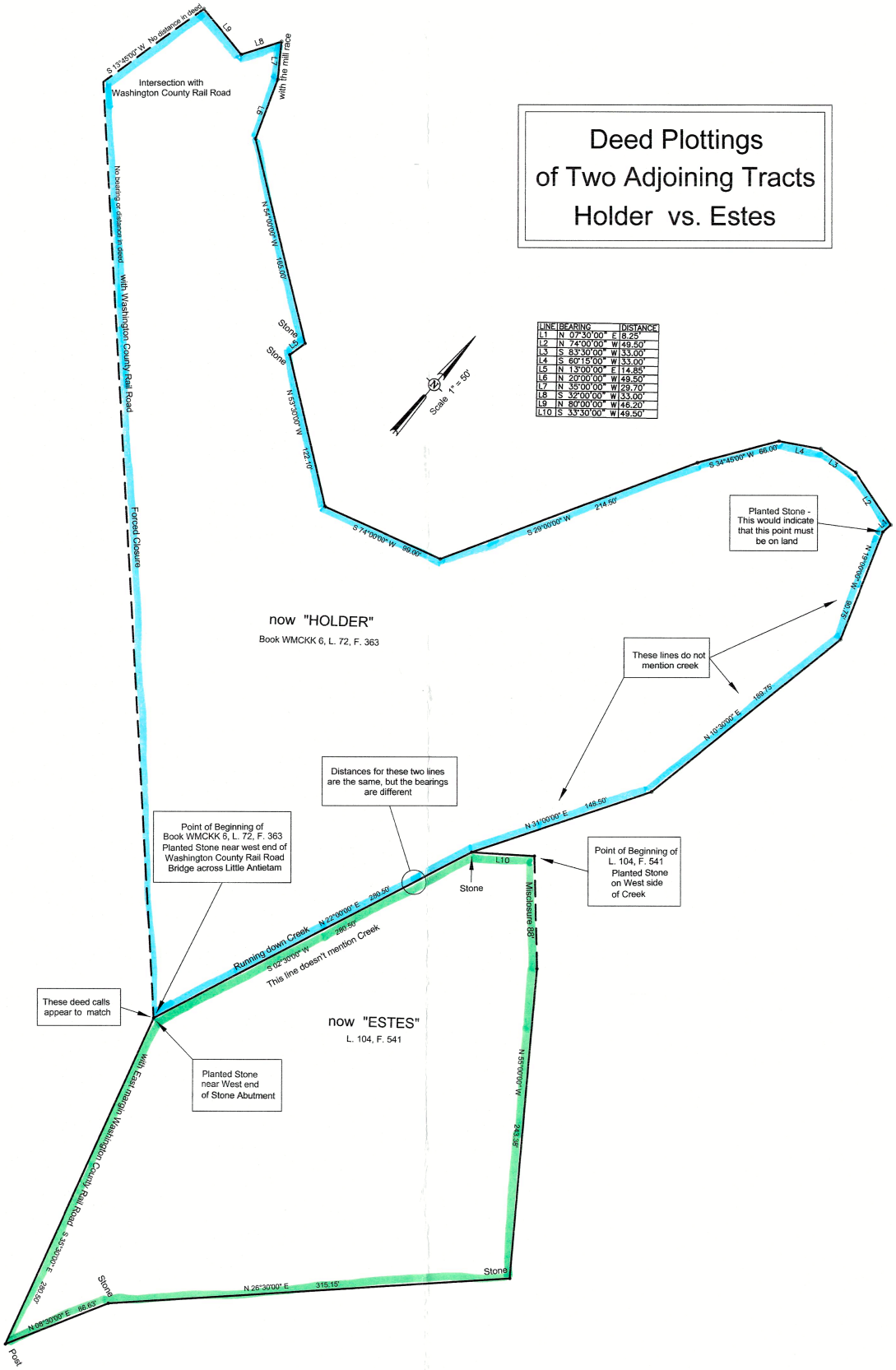


Exhibit F

A10. a

AF02DDB JUNE 7, 2021

LETTER TO DEPOSITION OFFICER/ERRATA SHEET

DEPOSITION OF: FREDERIC FREDERICK

DATE OF DEPOSITION: APRIL 27, 2021

CASE: BENJAMIN ESTES VS. JUSTIN HOLDER

The following are the corrections which I have made to my transcript:

PAGE#	LINE#	CORRECTION	REASON FOR CORRECTION
48	22	Initially I thought Olde Towne ordered this survey. In reviewing the work order for this project, I now see that Justin Holder ordered this survey. See my previous response at p. 11, line 18-20.	I Initially thought Olde Towne ordered this survey only because I recalled supplying them with this survey and description when the work was complete. The survey was actually ordered by Mr. Holder.
49	3-6	I was not provided any title work by anyone prior to completing this project.	My answer to the prior question was altered requiring me to alter this follow-up question.
49	9 -17	In reviewing the work order for this project, I now see that Justin Holder ordered this boundary survey - not an ALTA survey. See my previous response at p. 11, line 18-20.	My answer to the prior question was ~~altered requiring me to alter this follow-~~ up question.
54	8 - 11	A boundary survey was needed ~~because it also had an old property~~ description that had a forced closure.	As previously stated, the title company did not order the survey.

Please sign your name and date it on the below line. As needed, use additional paper to note corrections, dating and signing each page. If you have no corrections, please write the word "None" above and sign, date, and return this page.

EXECUTED this 11 day of June, 2021,

at Hagerstown, MD,
(City) (State)

(Signature)

Frederic M. Frederick

Exhibit A

FREDERICK, SEIBERT & ASSOCIATES, INC.
CIVIL ENGINEERING | SURVEYING | LANDSCAPE ARCHITECTURE

December 28, 2021

Maryland Department of Labor
Division of Occupational and Professional Licensing
500 North Calvert Street, Room 308
Baltimore, MD 21202

RE: State Board of Professional Land Surveyors
Complaint 11-LS-22 (Holder v. Frederick)

Dear Ms. Meyers and Members of the Board,

I am in receipt of your letter dated November 12, 2021 regarding a second complaint filed against me by Justin K. Holder. I received this letter on November 30, 2021, and I immediately informed Ms. Meyers of my receipt date, and Ms. Meyers informed me that my 30-day reply period was extended until December 30, 2021.

In May of 2020, Justin K. Holder filed his first complaint ("First Complaint") against me alleging, generally, that my survey was incorrect along the common border with Mr. Estes' property, and that Mr. Estes did not own any land on the west side of Little Antietam Creek. Mr. Holder contends that the property line should be in the creek along Estes' entire common line. His First Complaint did not focus on a single overlap, but instead on that entire line.

In my June 8, 2020 response to the First Complaint, I explained that both Estes' and Holder's predecessor deeds did have calls that went across the creek or on the west side of the creek at places, and that is what I held. I originally conducted a survey on the Estes' property in the early 1990s for the Remsburgs, and then for the next owner, Richard Jolles, (Plat recorded in the Washington County Land Records at Plat Folio 4040).

In 2018, I was asked by Justin Holder to survey this property so he would have an up-to-date survey and accurate acreage. In conducting research for this survey request, I reviewed previous deeds and adjoining deeds and surveys, including my recorded survey along the now-Estes line. I held those lines, and I believe them to be correct. See my response to Mr. Holder's First Complaint. After careful consideration by the Board, Mr. Holder's First Complaint was dismissed, and this matter was closed.

Mr. Holder now alleges in his Second Complaint against me many of the same allegations previously advanced in his First Complaint, namely, that I did not depict "2 overlaps and 1 gap." (Compl. 11-LS-22). While Mr. Holder's Second Complaint alleges that there is "new" evidence to support his position set forth in his complaint, he sets forth no new credible evidence to support this position. Instead, Mr. Holder relies on a survey prepared by his retained expert in a pending legal matter with an abutting neighbor to support the arguments contained in his Second Complaint with the Board. Mr. Holder's retained expert is expected to testify in one of many legal disputes involving Mr. Holder, that the boundary line may run down the creek. This issue is presently being litigated in Washington County Circuit Court in a matter entitled "Benjamin Estes

v. Justin Holder, et al.," Case No.: C-21-CV-21-000130 & C-21-CV-20-000430. This new survey by Fox, dated August 31, 2021, shows the line running down the creek, but it also contains notes that lead one to believe that the property line may or may not run down the stream. Significantly, note 4 of the Fox survey prepared for Mr. Holder states "This plat is not intended to show every matter affecting the ownership and use, nor every matter restricting the ownership and use of this property". Note 5 of that survey says "This plat is not intended to replace an examination of title or note all matters affecting title." Therefore, this Fox survey is not conclusive and should not be relied upon by the Board in connection with Mr. Holder's Second Complaint.

I prepared an Estes vs Holder overlap exhibit (Exhibit 5) in response, so one can clearly see that my survey did not create any overlaps with my initial Holder survey, but rather Fox creates these overlaps with its survey. Notably, Fox's survey creates these overlaps, but then cautions the user with notes 4 and 5 above mentioned.

There is nothing new in the Second Complaint that Mr. Holder did not allege in his First Complaint. Likewise, there are no new arguments that I did not address in my June 8, 2020 response to Mr. Holder's First Complaint.

I have also enclosed his "new" Confirmatory Deed dated July 18, 2020. In this deed (attached as Exhibit 1), he basically defines his case and then resorts to an old 1872 deed and description.

As the Board is well-aware, one of the purposes of modern-day boundary surveys is to bring legal descriptions up to date to reflect recent or more up to date surveys of adjoiners and also of the subject property. This was the purpose of my April 2018 survey and deed description of Mr. Holder's property (attached as Exhibit 2). However, once Mr. Holder and Mr. Estes began their dispute over the sliver of land owned by Mr. Estes across the creek, then Mr. Holder decided to get a second opinion (as I suggested to him since I refused to change my survey). Mr. Holder subsequently retained Fox & Associates as his retained expert in connection with the ongoing litigation over this sliver of disputed land. The opinions set forth in the Fox & Associates survey are now creating the additional overlap and gap as alleged by Mr. Holder's Second Complaint.

In April 2018, I met with Mr. Holder and showed him the boundary line along Benjamin Estes' Property line, including the old monumentation. At that time, I told Mr. Holder that his boundary line did not extend to the creek at this location. He acknowledged this in our deposition as highlighted and attached hereto as Exhibit 3, pages 72-73.

The issues alleged in Mr. Holder's first and second complaints (i.e., placement of Mr. Holder and his neighbor, Benjamin Estes' boundary line) against me are currently being litigated with a trial set for October 2022. I truly expect that until a decision is rendered by the Court setting the boundary line for these properties, this individual will continue to exercise his rights through the freedom of information act and all other methods available until all of his court cases are settled. Once again, I ask the Board to allow this to be settled in court and not by allowing him to attack me or my survey thru the Licensing Board.

Through my attorney, Ms. Sarah James, I was able to obtain an order of protection against Mr. Holder dated September 9, 2021 wherein the Court granted the relief requested in this Motion for a Protective Order and also prohibited Mr. Holder from conducting any additional depositions of myself and/or Frederick Seibert & Associates, Inc. and also prohibited any further production of documents pursuant to Mr. Holder's numerous Subpoena Duces Tecum. A copy of this Court Order was provided to Ms. Meyers on November 30, 2021. The granting of this Protective Order entered on September 9, 2021, precipitated the filing of Mr. Holder's retaliatory Second Complaint with the Licensing Board on October 8, 2021.

I am also including a copy of an email I received from Mr. Holder on June 24, 2020 (Exhibit 6) shortly after my response to the Board in connection with the First Complaint. In this email, he continues to ask me to alter my survey or else he will file a Complaint with the Board against me.

He also mentions monetary damages against him. Despite telling Mr. Holder that he did not own the disputed small sliver of land on his side of the creek, and after showing him the boundary line, he still cut down trees on that disputed sliver of land before waiting for resolution of this boundary line dispute by the Court. Therefore, the damages he is claiming are the result of his own actions.

In summary, the overlaps he is now claiming are not new nor are they a result of my survey, but rather of the Fox survey and the gap he is claiming (Exhibit 4) is an area primarily within the streambed; and if it can be asserted that I created that gap, then it would also be true that Fox created that gap as their 1997 survey for the adjoiner (Jolles) and their 8/31/2021 survey for Holder both leave an area within the stream as unclaimed. This same area is also unusable as it has the stream flowing over it.

I hope this information puts to rest these continuing and relentless claims by Mr. Holder against me.

Sincerely,
FREDERICK, SEIBERT AND ASSOCIATES, INC.

Fred Frederick, LS, PE

CC: Attorney Sarah James

Benjamin N. Estes
22 Mount Hebron Road
Keedysville, MD 21756
(301) 465 0402

September 25th, 2024

VIA MDEC and CC via MDEC to All Parties

Assigned Judge, Case C-21-CV-20-000430
Circuit Court for Washington County
24 Summit Avenue
Hagerstown, Maryland 21740

Re: *Benjamin Estes v. Justin Holder, et al.,* Case No. C-21-CV-20-000430

REQUEST FOR LEAVE TO FILE MOTION FOR APPROPRIATE RELIEF

Dear Judge:

I write pursuant to the Court's September 21, 2021 Case Management Order to request leave to file a motion for appropriate relief from the Defendants and their counsel in the above-referenced case. Recent assertions made by Defendant UEBDP and its attorney, Robert Kline, as well as by Defendant Justin Holder to the Honorable Court in case C-21-CV23-000036, Justin Holder vs. Benjamin Estes ("Case 000036") make it absolutely clear that UEBDP, Robert Kline and/or Justin Holder and or Deena Holder have knowingly provided false information to the Court.

As the Court is likely aware, Mr. Holder and UEBDP have long skirted answering any questions regarding the relationship between UEBDP, Deena Holder and Justin Holder. The Court itself has promulgated these questions, by Judge Wilkinson in the case titled Jeffrey Young vs. Justin Holder et al, case C-21-CV20-371 (the "Young case") and by Judge Nicklas in Case 000036 and these inquiries have been met with instant obfuscation followed by averments that appear to be inconsistent with the truth. The Plaintiff has asked very similar questions during discovery in the instant case and has been provided with virtually no information regarding the corporation.

The truth regarding UEBDP needs to be laid bare for the Plaintiff and the Court to understand the extent of the Defendants' and their counsels' malfeasance in their representations to the Plaintiff in discovery in the instant case. More importantly for the Court, the Court must understand once and for all exactly the true ownership structure of UEBDP so that appropriate sanctions for any misrepresentations by Defendants and their counsel may be imposed.

Examples of apparent false or misleading information provided to the Court:

- *Inconsistent information pertaining to KoolBus, LLC the sole member of UEBDP*:
    - On 6/23/2022 in the Young case, Mr. Kline, attorney for UEBDP, after consultation with Justin Holder, avers to the Court, Judge Wilkinson, that KoolBus, LLC, is the sole member of UEBDP; KoolBus, in turn, is, itself, member less. Mr. Kline states, "So there are no members."
    - On 3/8 2024 in Case 000036 Mr. Holder affirms Mr. Kline's 6/23/22 averments to the honorable Judge Nicklas, indicating that Koolbus has no members.
    - HOWEVER, a 5/31/2019 Voluntary Separation agreement between Mr. Holder and Mrs. Holder, indicate that that Mrs. Holder possessed 100% membership interest in Koolbus, LLC (see screenshot, as follows):

Benjamin N. Estes
22 Mount Hebron Road
Keedysville, MD 21756
(301) 465 0402

Upon the request of Husband, 100% of the membership interest in Koolbus, LLC, a New Mexico limited liability company, shall be transferred to Husband or an entity of his choosing.

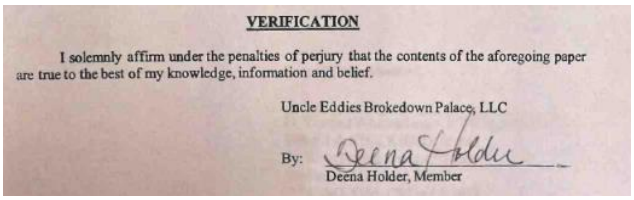
- *Inconsistent Evidence Regarding Mr. Holder's and Mrs. Holder's membership interests in UEBDP:*
    - On March 8, 2024 in Case 0036 Justin Holder avers to the Judge Nicklas that as of 2019 that KoolBus is the sole member of UEBDP. The following exchange occurred:
        - THE COURT: …there. Who else is a member of Uncle Eddies? MR. HOLDER: Nobody, just Kool Bus. As - - as of 2019 and before June or May 30th of 2019, it was Deena Holder. But then we amended a - - this contractual agreement because of all this…
    - However, Justin Holder signed the **Verified Answer** to the Second Amended Complaint in the above-captioned case, as a member, well after 2019:

Verification

I solemnly declare and affirm under penalties of perjury that the contents of the foregoing Answer to Second Amended Complaint are true and correct to the best of my knowledge, information and belief.

Justin Holder, Member
Uncle Eddies Breakdown Palace LLC

- Furthermore, in a 10/27/20 in a **Verified Answer** in the Young case Mrs. Holder signs under the penalties of perjury as a member of UEBDP:



VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the aforegoing paper are true to the best of my knowledge, information and belief.

Uncle Eddies Brokedown Palace, LLC

By: Deena Holder
Deena Holder, Member

- *Mr. Holder admits that UEBDP is a fraud?:*
    - On 3-8 24 in Case 0036 Mr. Holder tells the Court that UEBDP is a fraud:
        - "THE COURT: There isn't any members. There are no members. MR. HOLDER: Well then - - then it's a fraud."

Given the foregoing it should be clear to the Court that Defendant (s) have submitted clearly false information to the Court. The Plaintiff requests permission to pray for appropriate relief from Defendants and their counsel in a formal motion. The Court must not allow clear misrepresentations to go unpunished. Alternatively, the Court should levy whatever sanctions it deems appropriate against the Defendants.

Respectfully Submitted,

/s/ Benjamin Estes, Plaintiff

Benjamin N. Estes
22 Mount Hebron Road
Keedysville, MD 21756
(301) 465 0402

☐ GRANTED

_____
Judge

☐ DENIED

_____
Judge

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of September, 2024 a copy of the foregoing was electronically filed via MDEC, and, therefore, electronic notice to all parties including:

Justin Holder, Defendant Pro-se
Brandy Peeples, Esq., Attorney for Defendant Deena Holder
Robert Kline III, Esq., Attorney for Defendant Uncle Eddies Brokedown Palace, LLC

_____
/s/ Benjamin N. Estes
Plaintiff/ Attorney for Plaintiff

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN HOLDER	*	
Plaintiff	*	
v.	*	CASE NO.: C-21-CV-23-00036
FREDERIC FREDERICK, *et al.,*	*	
Defendant(s)	*	

* *

OPPOSITION TO DEFENDANT(S) FREDERICKS' AND ESTES' LINE IN RESPONSE TO UNCLE EDDIES BROKEDOWN PALACE, LLC'S MOTION TO DISMISS AND TO JUSTIN HOLDER'S OPPOSITIONS TO THAT MOTION AND TO FREDERICKS MOTION TO DISMISS OR FOR SUMMARY JUDGMENT

HEARING REQUESTED

COMES NOW Plaintiff, Justin Holder, in proper person, and files this Opposition to Defendant(s) Fredericks' and Estes' Line in Response to Uncle Eddies brokedown palace LLC's Motion To Dismiss and to Justin Holder's Opposition to that Motion to Dismiss or For Summary Judgement, and requests a hearing in accordance with Md. Rule 2-311(f) on any/all dispositive motions in this case, and for reasons set forth herein states:

OPPOSITION

1. Plaintiff Justin Holder ("Mr. Holder") opposes the Defendant(s) Fredericks' and Estes' Line in Response to Uncle Eddies brokedown palace LLC's Motion To Dismiss and to Justin Holder's Opposition to that Motion to Dismiss or For Summary Judgement (the "MTD") filed by Frederic Frederick and Frederick, Siebert, & Associates, Inc., ("Frederick") and Defendants Benjamin and Lisa Estes, ("Estes").[1]

[1] Although the paper is titled "Line," it raises "matters outside the pleading" with affidavit(s) and suggest this court issue a decision dispositive to Mr. Holder's claims. Moreover, Estes provided an affidavit in conjunction with the MTD, wherein Estes is in privity with Frederick who adequately represents his interest therein. Mr. Holder opposes this twelfth dispositive motion filed in this case.

2. The MTD alleges Plaintiff's Complaint is "collusive," it is not. Plaintiff alleges, and there absolutely exist, an "actual controversy" between Plaintiff and Uncle Eddies brokedown palace LLC, ("Uncle Eddies") seeking *inter alia*, indemnity. *See* NM Stat § 53-19-18 (2021), and *see also* a true and accurate copy of section 4.8 of the operating agreement[2] at issue:

> 4.8 **INDEMNIFICATION**. The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a Member of the Company, employee, or agent of the Company, or is or was serving at the request of the Company. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" does not imply that the party did or did not act in good faith and in a manner which he/she reasonably believed to be lawful and in the best interest of the Company.

3. In *Fitzjarrell v. Boyd*, Maryland's highest court, in finding a negligence action by a guest against the owner of an automobile **neither collusive nor fictitious**, observed that:

> If the real and primary object of the suit is to redress the grievance of the plaintiff and there is an actual controversy, involving real and substantial rights between the parties to the record, the suit [will] not be dismissed.

4. 123 Md. 497, 503, 91 A. 547, 548 (1914). "A controversy is justiciable when there are interested parties asserting adverse claims upon a state of facts which must have accrued wherein a legal decision is sought or demanded." *See Harford County v. Schultz, supra* at 81 [430]; *Hamilton v. McAuliffe,* 277 Md. 336, 340, 353 A.2d 634, 637 (1976); *Patuxent Co. v. Commissioners,* 212 Md. 543, 548, 129 A.2d 847, 849 (1957).

---

[2] **VERIFICATION** - I, Justin Holder, hereby declare or affirm under the penalties of perjury and personal knowledge that the copy of section 4.8 of the Uncle Eddies brokedown palace LLC Operating agreement is true and correct; and (1) the filer has read the entire document; (2) the filer has not altered, or authorized the alteration of, the text of the verified material; and (3) the filer has personally filed the submission pursuant to Rule 20-108.

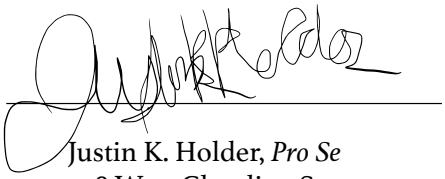
Justin K. Holder, *Pro Se*

5. The "remedial" purpose of the declaratory judgment statute this court interprets here "is to settle and afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations." CJP § 3-402. For that reason, the statute "shall be liberally construed and administered." CJP § 3-402. Among those with a "right" to a "declaration" regarding "any question of construction or validity arising under the instrument" **are persons who are** "interested under a . . . written contract, or other writing constituting a contract[.]" CJP § 3-406. "A contract may be construed before or after a breach of the contract." CJP § 3-407. ***See also*** **Second Amended Complaint ¶ 13.**
6. Mr. Holder incorporates his Opposition to the October 13, 2023 dispositive Motions of Uncle Eddies and Frederick as if fully stated herein. Either this court was legally incorrect in its April 25, 2023 Order(s) because Mr. Holder is the real party in interest, or Mr. Holder has "real and substantial" legal rights by contract, and New Mexico statute, to seek indemnity from Uncle Eddies. Thus, an "actual controversy" absolutely exists.
7. The MTD filed by Frederick and Estes has no merit, and serves to harass, delay or otherwise annoy Plaintiff. The MTD should be denied, and Estes and Frederick sanctioned under Md. Rule 1-341 for there frivolous conduct, and bad faith.

REQUEST FOR A HEARING

Plaintiff does kindly request a hearing in accordance with Md. rule 2 - 311(f), at a date convenient to the Honorable Court, on the Motion to Dismiss and Opposition thereto.

Respectfully submitted,



Justin K. Holder, *Pro Se*
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of October, 2023, the foregoing Opposition to Defendant(s) Fredericks' and Estes' Line in Response to Uncle Eddies brokedown palace LLC's Motion To Dismiss and to Justin Holder's Opposition to that Motion to Dismiss or For Summary Judgement was served via MDEC and thus served electronically upon all counsel/parties of record, served via US Mail to all other counsel/parties requiring service not served by MDEC;

MDEC:

PRO SE DEFENDANT(s):

Benjamin Estes, 22 Mt. Hebron Rd., Keedysville, MD 21756

Lisa Estes, 22 Mt. Hebron Rd., Keedysville, MD 21756

BY AND THROUGH COUNSEL, JAMES STEELE, ESQ.:

Frederic Frederick, 11455 Bemisderfer Rd, Greencastle, PA 17225

Frederick, Siebert and Associates, Inc., 128 S. Potomac St., Hagerstown, MD 21740

BY AND THROUGH COUNSEL, ED KUCZYNSKI, ESQ.:

Town of Keedysville, PO Box 359, Keedysville, MD 21756

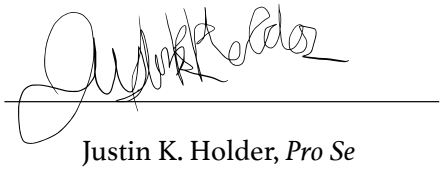
BY AND THROUGH COUNSEL, ROBERT KLINE, ESQ.:

Uncle Eddies brokedown palace LLC, 530-b Harkle rd., #100 , Santa Fe, NM 87505

US MAIL:

INTERESTED PARTIES:

Deena Holder, 308 W. Chapline St., Sharpsburg, MD 21782



Justin K. Holder, *Pro Se*

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

Justin Holder

Plaintiff
v. Case No. C 21 CV 23 000036
Frederic Frederick, et al.

Defendants

* *

MOTION TO AMEND CAPTION

Plaintiff, Justin Holder, ("Mr. Holder"), (and/or trading as Uncle Eddies Brokedown Palace, LLC, ("Uncle Eddies")) and Deena Holder, ("Mrs. Holder"), by and through counsel hereby jointly file this motion seeking to amend the case caption in the above-captioned matter to reflect the present alignment of parties, as the Plaintiffs have undergone a judicially dissolution, and/or change in ownership, and because the caption in this matter does not accurately reflects the parties to this litigation.and pursuant to Maryland Rules 1-301, 2-201, 2-241, & 2-311, and states as follows:

1. On January 21, 2023 Mr. Holder filed a nine count complaint captioned Justin Holder as Plaintiff; Frederic Frederick, Benjamin Estes and Lisa Estes as Defendant(s); and Frederick Siebert & Associates, Inc., Uncle Eddies, Mrs. Holder, and John Dowling as Interested Parties.

2. Defendant, Benjamin Estes ("Estes"), representing himself and his wife, Lisa Estes, in the above litigation, brought to the Court's attention on September 28, 2023, that certain litigation by and between the parties named herein are "intimately involved". Notably Estes directed the Court's attention to Case Numbers C 21 CV 20 000430 (Estes v. Holder); C 21 CV 21 000420 (Holder v. Morral); and, C 21 CV 20 000371 (Young v. Holder). Estes asked for the Court to take judicial notice of these matters and Court agreed that all the past, present and pending litigation between the parties would be considered by the Court

in reaching any decision(s) in this matter.

3. Most notably for Uncle Eddies is the C 21 CV 20 000430 (Estes v. Holder) matter which is presently before the Appellate Court of Maryland, **Appeal No. 61, September Term 2023**, to be decided during the November 2023 term without argument.

3. In *Estes v. Holder*, C 21 CV 20 000430, the trial court indicated that "from information received in a previous proceeding, it is clear that Justin Holder and Deena Holder use Uncle Eddie's as an alter-ego to hold the land neighboring Plaintiff's property." *See* "Estes Defendants' Joint Opposition to Plaintiff's MSJ Blazed Tree and Fence," at p. 12, n. 3.

4. Estes then argued in his brief submitted to the Appellate Court of Maryland that the final orders in fact dissolved/merged/consolidated/converted the Uncle Eddies LLC, and Holder is the only remaining real party in interest in this litigation.

5. The precise issue of whether Uncle Eddies is an alter ego of Justin Holder was appealed to the Appellate Court of Maryland, Appeal No. 61, to be decided during the November 2023 term, where the outcome of Appeal 61, will determine whether Uncle Eddies continues in this litigation or other pending litigation.

6. In accordance with the May 3, 2024 Opinion of the Appellate Court of Maryland, **Appeal No. 61, September term 2023** pp. 37-40, n. 32 (citing *Hildreth v. Tidewater Equipment Co.*, 378 Md. 724, 735 (2003) (quoting 1 WILLIAM MEADE FLETCHER, FLETCHER CYCLOPEDIA OF THE LAW OF PRIVATE CORPORATIONS § 41.10 at 574–76 (1999 Rev. Vol.)) ("the corporate entity will be disregarded [] when necessary")), holding that Uncle Eddies is to be disregarded per the September 7, 2022 Order of Judge Andrew Wilkinson in Case C-21-CV-20-371, (Young v. Holder).

7. Md. Rule 1-301(a) provides that:

> Caption and Titling. Every pleading and paper filed shall contain a caption setting forth (1) the parties or, where appropriate, the matter, (2) the name of the court, (3) the assigned docket reference, and (4) a brief descriptive title of the pleading or paper which indicates its nature. An original pleading shall contain the names and addresses, including zip code, of all parties to the action if the names and addresses are known to the person filing the pleading. If the address of a party is unknown, the pleading shall so state. In other pleadings and papers, it is sufficient to state the name of the first party on each side with an appropriate indication of other parties.

8. Md. Rule 1-301(b) provides: "(b) Designation of Parties and Attorneys. **(1)** *Parties--Original Claim.* Regardless of the nature of the action, the party bringing an action shall be called the plaintiff and the party against whom the action is brought shall be called the defendant."

9. Md. Rule 2-211(a) provides:

> Persons to Be Joined. Except as otherwise provided by law, a person who is subject to service of process shall be joined as a party in the action if in the person's absence **(1)** complete relief cannot be accorded among those already parties, or **(2)** disposition of the action may impair or impede the person's ability to protect a claimed interest relating to the subject of the action or may leave persons already parties subject to a substantial risk of incurring multiple or inconsistent obligations by reason of the person's claimed interest.

10. In Mr. Holder's January 21, 2023 Complaint he designated himself as the Plaintiff, and Mrs. Holder and Uncle Eddies as "Interested Parties." The January 21, 2023 Complaint did not request any relief from Uncle Eddies and/or Mrs. Holder, but they were necessary parties to the action in accordance of Md. Rule 2-211.

11. Mr. Holder was representing himself and it is apparent that Mr. Holder, as a pro se party without legal training, was legitimately confused regarding the interplay between the various corporate entities involved in connection with the survey contract dated April 18, 2018 as reflect in the Errata Sheet dated June 7, 2021 (Frederick's Deposition Errata Sheet) filed in Case C-21-CV-20-430, *see* Ex. A of Plaintiff's March 11, 2023 Motion for Summary Judgment and to Consolidate this case, with **Case C-21-CV-20-430.**

12. Despite the fact that Mrs. Holder and Uncle Eddies were not the "party against whom the action is brought," this court declared them Defendants in this matter rather than

interested parties. However, in light of the May 3, 2024 Opinion of the Appellate Court of Maryland, **Appeal No. 61, September term 2023** pp. 37-40, n. 32, that caption is legally incorrect, as Mr. Holder is the real party in interest because Uncle Eddies is to be "disregarded." Mr. Holder explained this to the court during an April 25, 2023 hearing in this matter, but this court did not accept Mr. Holder's explanation. This court has noted that a pro se parties pleadings are to be liberally construed, and amendment should be freely given when there is no prejudice to the parties.

13. The Defendants were all properly served, and had adequate notice of the merits of the claim, and the necessary parties were all joined to the action. Defendants would not be prejudiced by the amendment of the caption to accurately reflect the real party in interest to this proceeding.

14. Md. Rule 2-201 provides that:

> Every action shall be prosecuted in the name of the real party in interest…[but] [n]o action shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until a reasonable time has been allowed after objection for joinder or substitution of the real party in interest. The joinder or substitution shall have the same effect as if the action had been commenced in the name of the real party in interest.

15. Md. Rule 2-201(a) provides: "Generally. Applicable substantive law governs the capacity to sue or be sued of an individual, a corporation, a person acting in a representative capacity, an association, or any other entity."

16. Md. Rule 2-241(a) provides: "Substitution. The proper person may be substituted for a party who:…**(3)** transfers an interest in the action, whether voluntarily or involuntarily, **(4)** if a corporation, dissolves, forfeits its charter, merges, or consolidates."

17. Md. Rule 2-241(b) provides: "Procedure. Any party to the action, any other person affected by the action, the successors or representatives of the party, or the court may file a notice in the action substituting the proper person as a party. The notice shall set forth the reasons for the substitution."

Wherefore, Mr. Holder, Mrs. Holder (and Uncle Eddies to the extent this court would not totally "disregard" it) jointly request this court amend the caption of this matter to Plaintiff(s) Justin Holder, (in his personal capacity, and trading as Uncle Eddies Brokedown Palace LLC), and Deena Holder, and removing Uncle Eddies and Deena Holder as Interested Parties, and such that the matter is now captioned as:

****

Justin Holder et ux.

v.

Frederic Frederick et al.

**********;

and grant such other and further relief as this Court deems appropriate.

/s/ Robert L. Kline, III
Robert L. Kline, III, AIS ID#8712010325
73 N. Main Street
Port Deposit, MD 21904
Telephone: 240-347-4944
E-Mail: klinelawgroupllc@gmail.com
MDEC E-File: klinelawgroupllc@gmail.com

CERTIFICATE OF SERVICE

I hereby swear that a copy of Motion to Amend Caption and proposed Order have been electronically e-filed through MDEC with the Clerk of Circuit Court for Washington County and served electronically through MDEC on May 23, 2024.

/s/ Robert L. Kline, III
Robert L. Kline, III, AIS #8712010325

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

Justin Holder

Plaintiff
v.
Frederick Frederick, *etal.*

Case No. C 21 CV 23 000036

Defendants

DEFENDANTS, UNCLE EDDIES BROKEDOWN PALACE, LLC'S and DEENA HOLDER'S MOTION FOR LEAVE TO FILE A RESPONSIVE PLEADING

Defendants, Uncle Eddies Brokedown Palace, LLC, ("Uncle Eddies") and Deena Holder ("Deena Holder"), by and through counsel, hereby move this court for leave to file a responsive pleading in accordance of Md. Rule 2-311 and herein states as follows:

1. Defendants, Uncle Eddies and Deena Holder, were served the complaint as defendants in the above matter.

2. Defendants have not filed an answer, counterclaim, cross-claim or any responsive pleading to the above matter. More specifically, counsel was awaiting a decision from the Appellate Court of Maryland regarding the "alter ego" question involving Defendant, Uncle Eddies Brokedown Palace, LLC.

3. After the Appellate Court of Maryland determined the Defendant, Uncle Eddies, was the alter ego of Justin Holder counsel filed a motion to amend the caption of this matter to include Uncle Eddies as a plaintiff. That Motion To Amend Caption was filed by undersigned counsel on behalf of Uncle Eddies, Justin Holder and Deena Holder. Said Motion to Amend the Caption was

denied by the Court.[1]

4. In addition to the Motion to Amend the Caption, undersigned counsel, also filed a Motion to Vacate the Dismissals entered by this Court against Justin Holder[2] based on the Appellate Court of Maryland decision regarding the "alter ego" issue between Justin Holder and Uncle Eddies.

5. This Court also denied the request to vacate the dismissals.[3]

6. After denying the two (2) Motions (Motion to Amend Caption and Motion to Vacate Dismissals) undersigned counsel, who at that point was representing Uncle Eddies, Justin Holder and Deena Holder had to withdraw as counsel for Justin Holder to avoid any conflict of interest(s). Counsel promptly filed a Motion to Withdraw as Counsel for Justin Holder which was granted by this Court by Order dated August 20, 2024.

7. Uncle Eddies and Deena Holder wish to file responsive pleadings as defendants in the above captioned matter, as it is apparent that this Court has determined that Uncle Eddies and/or Deena Holder are separate entities from Justin Holder.[4]

8. At present the above captioned matter is not closed.

---

[1] The decision by this Court denying the Motion to Amend the Caption thereby relegated Uncle Eddies and Deena Holder to continue as Defendants in this matter.

[2] The Court transcript indicating the dismissals of the actions were granted because the Court found Justin Holder did not have standing to prosecute the actions, rather it was Uncle Eddies who had standing.

[3] The decision by this Court denying the Motion to Vacate the Dismissals left Uncle Eddies and/or Deena Holder as the only remaining party/ies to bring the actions that had been dismissed by the Court for lack of standing earlier in the proceedings.

[4] This perception is based on the fact that despite the Appellate Court of Maryland determining that Justin Holder is the alter ego of Uncle Eddies and vice versa, this Court ruled that the caption could not be amended to move Uncle Eddies from the Defendant side to the Plaintiff side of the table; and, the Court denied the vacating of the order of dismissals, which were at the time granted due to lack of standing, even though it appears that the Appellate Court of Maryland would treat Justin Holder the alter ego of Uncle Eddies and vice versa and would therefore have standing to prosecute the claims dismissed by this Court earlier in the proceedings.

Wherefore, the Defendants, Uncle Eddies Brokedown Palace, LLC and Deena Holder request leave of the Court to file responsive pleadings to the Complaint filed herein within thirty (30) days after entry of an order by this Court and grant such other and further relief as this Court deems appropriate.

/s/ Robert L. Kline, III
Robert L. Kline, III,AIS ID#8712010325
73 N. Main Street
Port Deposit, MD21904
Telephone:240-347-4944
E-Mail: klinelawgroupllc@gmail.com

CERTIFICATEOFSERVICE

I hereby swear that a copy of PLAINTIFFS' Motion and Proposed Order have been electronically e-filed through MDEC with the Clerk of Circuit Court for Washington County and served electronically through MDEC on all appropriate parties on August 21, 2024.

/s/ Robert L. Kline, III
Robert L. Kline, III, AIS #8712010325

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN HOLDER	*	
	*	
Plaintiff	*	
v.	*	CASE NO.: C-21-CV-23-00036
	*	
FREDERIC FREDERICK, *et al.,*	*	
	*	
Defendant(s)	*	
	*	

* *

NOTICE OF APPEAL

COMES NOW Plaintiff, Justin Kyle Holder, in proper person, and files this Plaintiff's Notice of Appeal to the Appellate Court of Maryland, in accordance with MD Rule(s) 8-202; MD. Courts and Judicial Proceedings Code Ann.§§ 12-301 & 12-303; and hereby appeals this courts September 30, 2024 final judgement; and in accordance of Md. Rule 8-411 does notify the clerk of the lower court that on July 5, 2024 the court reporter has been caused to file a certified copy of the April 25, 2023 and March 8, 2024 hearing transcripts into the record of this case. The Civil Information Report to the Appellate Court of Maryland is attached hereto as Ex. A, and incorporated herein by reference.

Respectfully submitted,

Justin K. Holder

Justin K. Holder, *Pro Se*
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of September, 2024, the foregoing NOTICE OF APPEAL was served via MDEC and thus served electronically upon all counsel/parties of record, served via US Mail to all other counsel/parties requiring service not served by MDEC;

MDEC:

PRO SE DEFENDANT(s):

Benjamin Estes, 22 Mt. Hebron Rd., Keedysville, MD 21756

Lisa Estes, 22 Mt. Hebron Rd., Keedysville, MD 21756

BY AND THROUGH COUNSEL, JAMES STEELE, ESQ.:

Frederic Frederick, 11455 Bemisderfer Rd, Greencastle, PA 17225

Frederick, Siebert and Associates, Inc., 128 S. Potomac St., Hagerstown, MD 21740

BY AND THROUGH COUNSEL, ED KUCZYNSKI, ESQ.:

Town of Keedysville, PO Box 359, Keedysville, MD 21756

BY AND THROUGH COUNSEL, ROBERT KLINE, ESQ.:

Uncle Eddies brokedown palace LLC, 530-b Harkle rd., #100 , Santa Fe, NM 87505

Deena Holder, 308 W. Chapline St., Sharpsburg, MD 21782

Justin K. Holder, *Pro Se*

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

JustinHolder

Plaintiff
v. CaseNo.C21CV 23000036
Frederic Frederick,etal.

Defendants

Notice of Appeal of Court's September 30, 2024 Order

Defendants, Uncle Eddies Brokedown Palace, LLC, and Deena Holder, by and through counsel hereby jointly file this Notice of Appeal to the Appellate Court of Maryland, in accordance with MD Rule(s) 8-202; MD. Courts and Judicial Proceedings Code Ann.§§ 12-301 & 12-303; and hereby appeals this Court's September 30, 2024 final judgment; and in accordance of Md. Rule 8-411 does notify that the clerk of the lower court on July 4, 2024 caused the court reporter(s) to file a certified copy of the April 25, 2023, September 28, 2023 and March 8, 2024 hearing transcripts into the record of this case. The Civil Information Report for each party to the Appellate Court of Maryland is attached collectively hereto as Ex. A, and incorporated herein by reference.

/s/ Robert L. Kline, III

Robert L. Kline, III, AIS ID#8712010325
73 N. Main Street
Port Deposit, MD 21904
Telephone: 410 790 2654
E-Mail:klinelawgroupllc@gmail.com

CERTIFICATEOF SERVICE

I hereby swear that a copy of Notice of Appeal has been electronically e-filed through

MDEC with the Clerk of Circuit Court for Washington County and served electronically through MDEC on October 25, 2024 on all appropriate parties.

/s/ Robert L. Kline, III
Robert L. Kline, III